The Solicitors' Journal
and Weekly Reporter.
(ESTABLISHED IN 1857.)
LONDON, MAY 16, 1914.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Proposed Abolition of Settlement Estate Duty.

THE Chancellor of the Exchequer stated in the House of Commons on Monday that, so far as the settlement estate duty is concerned, the Government would adhere to the position they have taken up; that is, the duty is to be abolished. This is on the ground that there is no difference for purposes of estate duty between settled property and free property, and as regards future settlements Mr. AUSTEN CHAMBERLAIN, according to his speech on the 6th inst., agrees with Mr. LLOYD GEORGE. We cannot, however, so readily abandon the idea that Sir WILLIAM HARCOURT and his advisers had some good reason for making the distinction in 1894. For one thing—though this may not appeal to the Treasury—the owner of free property can dispose of it before his death. He is not bound to leave it to the shearing of the estate duty office. The tenant for life of settled property is in a different position; he is held fast, as in a vice, and can do nothing to alter the inexorable rule under which, while one slice is taken off on his own accession to the property, another is to be taken off on his departure; an AMURATH to AMURATH succeeds, but each time to a diminishing inheritance.

Current Settlements.

THERE REMAINS the question of settlements on which the duty—the franking fee, as Mr. LLOYD GEORGE calls it—has been paid, and here there is certainly a question of principle. The franking fee has been paid on the footing that it will be efficacious; in other words, that while charged under section 5, sub-section 1, of the Finance Act, 1894, it will earn the immunity promised by sub-section 2. Whether this is a statutory contract or no it is very like one; but all that Mr. LLOYD GEORGE proposes to do is to make an allowance in some way—we do not know how—for settlement estate duty already paid,

and let the property pay its full burden, like free property, for the future. This means that section 5 is to be repealed, and incidentally it would leave estate duty payable on the death of a widow who becomes tenant for life under her husband's will; but this is a case to which further consideration is to be given. And there is to be a concession where deaths follow in rapid succession—within one year, an allowance of 50 per cent.; within two years, 40 per cent., and so on down to 10 per cent., where the death is within five years. This, however, is only in respect of realty and stock in-trade. No doubt the levying of settlement estate duty has given rise to a large number of legal problems: see, for instance, *Re Parker-Jones* (1898, 2 Ch. 643), *Re Maryon Wilson* (1910, 1 Ch. 565), and *Re Campbell* (1902, 1 K. B. 113) on such questions as the fund out of which the duty is payable, and its incidence where annuities are created. From this point of view its abolition would simplify the law. But there is a certain levity in Governments introducing in one year a system of taxation requiring to be worked out by a multitude of decisions, and a few years later abandoning it and relegating all the decisions to limbo.

Stamp Duty on Sale of Foreign Book Debts.

THE Court of Appeal have affirmed (*Times*, 14th inst.) the decision of SCRUTTON, J., in *Velasquez (Limited)* v. *Inland Revenue Commissioners* (30 T. L. R. 360), with reference to *ad valorem* stamp duty on the sale of book debts of a foreign business. An English company entered into an agreement for the purchase of a business in Buenos Ayres. Among the assets were the vendor's book debts, and SCRUTTON, J., held that these were not "property locally situate out of the United Kingdom" within the meaning of section 59 of the Stamp Act, 1890, so as to be exempt from *ad valorem* duty. Having regard to the trend of recent decisions, and in particular to *Danubian Sugar Factories* v. *Inland Revenue Commissioners* (1901, 1 Q. B. 245), where it was held that the benefit of a contract relating to land situate abroad was not within the exemption, the correctness of SCRUTTON, J.'s, decision seemed at the time clear. A personal right has no local situation, and, therefore, is not situate abroad. From this principle, which, in the *Danubian case*, was held to be applicable to the matter in question, the Court of Appeal have found no escape, and we suppose there is none, though if the case goes to the House of Lords we hope that tribunal will take a view more in accordance with facts, and less based on abstract theory. For some purposes, such as death duty, personal property is admitted to have a local situation.

Obstruction of Right to Light.

THE House of Lords in *Colls* v. *Home and Colonial Stores* (1904, A. C. 179) rejected the notion that an easement of light carried with it the right to any fixed quantity of light, and based the interference with the easement on the doctrine of nuisance. "The single question in these cases," said Lord DAVEY, "is still what it was in the days of Lord HARDWICKE and Lord ELDON—whether the obstruction complained of is a nuisance"; and, generally speaking, an obstruction, as he pointed out, is not a nuisance unless it interferes with the ordinary purposes of inhabitancy or business of the premises according to the ordinary notions of mankind. But, admitting the principle, there may be much difference of opinion in applying it, and in *Jolly* v. *Kine* (1907, A. C. 1) the courts differed on the question whether a finding that the premises, notwithstanding the obstruction, were still "well-lighted" excluded the existence of a nuisance. Ultimately the House of Lords was equally divided, and the view of the majority of the Court of Appeal that there was a nuisance prevailed. It has not been quite clear how far this left *Colls' case* practically operative, but in *Paul* v. *Robson* this week (*Times*, 12th inst.) in the Judicial Committee, Lord MOULTON has stated Lord DAVEY'S *dictum* as representing the law, and in the facts of that case the Committee held that the obstruction was not a nuisance, notwithstanding that the light had been decreased. Hence the action had been rightly dismissed. In each case it is a question of nuisance or no nuisance—that is, of interference with reasonable comfort and use—to be decided on the special circumstances.

The Incidence of the Increase in the Licence Duties on Free Houses.

WHEN THE construction of section 2 of the Finance Act, 1912, first required to be considered, we pointed out, with the help of our correspondents, the various points on which the draftsman had failed to meet the situation which he had created (see 57 SOLICITORS' JOURNAL, p. 140). His idea was that the lessee should be able to deduct from his rent a certain proportion of the increase in the duty, but he had failed to define the proportion, he had failed to provide for the case where the reversion or the term had been assigned, and he had failed to say whether an intermediate lessee was to be entitled to pass on the deduction, or a part of it, to his superior lessor. As regards the proper way of ascertaining the proportion general unanimity has been reached, and the mode we suggested has been adopted (see *Norris* v. *Lock*, before Judge SELFE, 57 SOLICITORS' JOURNAL, pp. 333, 352, 356). As regards the assignment of the term, it was also held in the same case that the assignee was within the statute. As regards the passing on of the increase to a superior lessor, this question is now awaiting judgment in the Court of Appeal in *Watney, Combe, Reid & Co.* v. *Berners*. The Divisional Court held that this could not be done (57 SOLICITORS' JOURNAL, 687), and we had previously expressed the same view (*ibid.*, p. 141). But neither of these cases touched the question of an assignment of the reversion. The deduction is to be made against "the grantor" of the lease, but though *prima facie* this term refers only to the original lessor, yet we have thought such a construction to be so opposed to the scheme of the statute as to render it essential to treat it as including assignees. In *The Bodega Co.* v. *Read* (*Times*, 8th inst.), however, WARRINGTON, J., has decided against this view, and has held that "grantor" in the section means the actual person who put his hand and seal to the lease. If this is correct, the necessity of an amendment of the section is obvious.

Telephones as Telegraphs.

IN THE *Times* of last Monday there appeared an article, the author of which criticized with severity Sir JAMES STEPHEN'S famous decision that telephones are "telegraphs," and therefore within the ambit of the monopoly conferred on the Post Office by the Telegraph Acts, 1863 to 1869. "A telegraph," he writes, "is a crude device, using a sign-language, whereby a written message is sent, by wire and by a messenger, to a distant person . . . . A telephone is a voice-carrying mechanism which, for purposes of conversation, temporarily abolishes distance. A telephone system does not carry messages. It makes possible a conversation between two separated people." The writer, however, is here giving a definition of "telegraphs" which is much narrower than that given in the statutes which STEPHEN, J., was called on to interpret in *Attorney-General* v. *Edison Telephone Co.* (1880, 6 Q. B. D. 244). According to the Act of 1869, telegraphy includes "any apparatus for transmitting messages or other communications by means of electric signals (32 & 33 Vict. c. 73, s. 3). This definition, as the learned judge pointed out (*supra*, at p. 249), applies just as much to voice-carrying mechanisms as it does to devices using a sign-language. In each case the test seems to be the concurrence in one mechanical system of: (1) communication at a distance, and (2) electricity as the *modus operandi* for effecting that communication. There seems, therefore, to be no doubt as to the correctness of the decision. Curiously enough, that learned judge's son, Sir HERBERT STEPHEN, in a letter appearing in the *Times* on Wednesday, says that this judgment of his father was "the judgment of a single judge sitting without a jury at *nisi prius*, and it might have been appealed against, I suppose, up to the House of Lords." As a matter of fact it was a judgment of the King's Bench Division, consisting of Baron POLLOCK and Mr. Justice STEPHEN, the latter of whom delivered the judgment of the court. And it has been indirectly affirmed by the House of Lords so recently as four years ago in *Postmaster-General* v. *National Telephone Co.* (*Limited*) (1909, A. C. 269). That decision took for granted that telephones were telegraphs within the Postmaster-General's statutory monopoly, and considered the question as to how far "private lines" and "unlicensed electric

signals" come within certain exceptions to that monopoly contained in section 5 of the Telegraph Act of 1869.

Charles Dickens and the Law.

IN AN article in this month's *Cornhill Magazine* on "CHARLES DICKENS and the Law" Sir EDWARD CLARKE, K.C., maintains with clearness and ability that of all professions and callings the lawyer's calling was that which the distinguished author knew the best. The father of CHARLES DICKENS was, during the boyhood of his son, in embarrassed circumstances, harassed by creditors, and detained in prison for debt. The son, after a short experience of a school in the north of London, was employed in the office of an attorney at a weekly salary for little more than a year, and then, having learned shorthand, worked as a shorthand-writer at Doctor's-commons and in the Chancery courts until he obtained employment as a reporter for newspapers. These facts are well known to those who are familiar with the life of CHARLES DICKENS by JOHN FORSTER, and Sir EDWARD has naturally not much to add to them; but he draws our attention to the hardships and abuses of the law of England in the early part of the last century, and urges with much force that, in the attacks on Chancery procedure in "Bleak House," there is little or no exaggeration. We are also indebted to Sir EDWARD for a reference to an admirable essay by Lord BOWEN on "The Administration of the Law from 1837 to 1887," published by SMITH, ELDER & CO., in the Jubilee year of QUEEN VICTORIA, which is apparently less known than it deserves to be. In conclusion, we have a slight criticism to make on Sir EDWARD'S statement of law. In reference to the fact that the father of CHARLES DICKENS was in 1822 arrested for debt, he tells us that "at that time anybody could be summarily arrested for debt . . . and unless he was a trader there was no bankruptcy law by which he could get release." But Sir EDWARD has apparently overlooked the Acts for the relief of insolvent debtors. These Acts, which were in force in 1822, enabled a debtor not being a trader to obtain relief from arrest, and it is expressly stated in Mr. FORSTER'S biography that the father of DICKENS commenced proceedings to obtain this relief. This omission does not, of course, affect the conclusion on the general tendency of the law.

Partnerships Between Bookmakers.

THE LAW of England cannot be said to regard bookmakers with favour, and in general their contracts are either illegal or unenforceable, but numerous cases shew that for some purposes the law will recognize them. In *Thwaites* v. *Coulthwaite* (1896, 1 Ch. 496), CHITTY, J., held that an action for an account of their common profits would lie by one partner in a bookmaker's business against the other. Betting, except in certain shapes, is not illegal, and, therefore, an account ought to lie. But the authority of this case is not very great, since it quite ignored the Gaming Act, 1892. In 1901, the Court of Appeal had before it another action for an account between partners in a betting business (*Saffery* v. *Mayer*, 1901, 1 Q. B. 11); here the Gaming Act of 1892 was considered, and the court held that no action would lie. But in that case the plaintiff was seeking to recover half the losses made by him on behalf of the partnership in betting transactions, *i.e.*, he was seeking to recover moneys expended by him as an agent on behalf of a betting principal, which are clearly made irrecoverable by that statute. Hence the Court of Appeal's adverse decision does not overrule *Thwaites* v. *Coulthwaite*, nor did the court profess to do so. In *Thomas* v. *Dey* (24 T. L. R. 272), DARLING, J., was bolder; he compared an action between bookmaking partners to the historical action for an account between highwaymen which ended so unhappily for both principals and solicitors. But in *Brookman* v. *Mather* (29 T. L. R. 276), AVORY, J., refused to take so sweeping a view; he held that where a bookmaker gave his partner an I O U for £100 in respect of capital, the I O U could *prima facie* be sued on. In *Keen* v. *Price* (*ante*, p. 495), SARGANT, J., followed this decision, and made an order for an account between two bookmakers, leaving it open to either partner to object to particular items on the taking of the account—that is, either can recover from the other capital due to him which has not been applied in payment of bets, but he cannot, apparently, recover any moneys which represent profits. Since, however, such profits are liable to income tax, the fairness of such a result seems open to doubt.

Statutory Warranty of Inhabitability.

THE COURT OF APPEAL has upheld in *Ryall* v. *Kidwell* (*Times*, April 29th) the decision given by a Divisional Court in that case. The plaintiff was an infant suing by her father as next friend, and the defendant was the landlord of a small dwelling-house let to the plaintiff's father at a rental of 5s. a week. Such a house receives a certain protection under sections 14 and 15 of the Housing and Town Planning Act, 1909; the landlord who lets it for habitation is bound by a statutory warranty, (1) that the house is reasonably fit for human habitation at the date of letting, and (2) that he will keep it so during the continuation of the tenancy. It is clear that if the tenant himself suffers damage by the breach of this undertaking—*e.g.*, if he contracts pneumonia through excessive dampness—he can sue the lessor and recover damages. But if his wife, child, lodger, guest, or a stranger lawfully invited by him, suffers damage through some breach of the warranty, can they recover? Obviously, this depends on whether breach of the statutory warranty sounds in tort or in contract. If the warranty merely imposes a contractual duty on the landlord towards his tenant, analogous to that imposed by an express covenant to repair, then the tenant alone can recover damages for breach. No one else has any privity of contract with the landlord. This was decided in the case of an express covenant to repair in *Cavalier* v. *Pope* (1909, A. C. 428), and it is far too well-settled to be the subject of any doubt. But if the statute imposes on the landlord a new statutory duty intended for the protection of a special class, namely, inhabitants of the dwelling-house, then breach of that statutory duty is a tort actionable by any member of the class who in fact suffers special damage: *Groves* v. *Wimborne* (1898, 2 Q. B. 402). Hence where, as in the present case, an inhabitant of the premises who is not the tenant suffer injuries from a breach of the duty, one has to ascertain whether the duty imposed is merely contractual, or is an absolute duty towards that special class. Now there seems no reason why the Housing and Town Planning Act, 1909, should not have imposed an absolute duty on the landlord. But in fact the liability is imposed under the statute by a well-known draftsman's artifice which is often adopted because of its neatness. Sections 14 and 15 say that an "implied condition" of inhabitability at the commencement of the premises and an "implied undertaking" to keep it inhabitable are to be read into "any contract made . . ., for letting for habitation a house." This seems clearly to create only a contractual obligation, and not an absolute duty. It is true that other sections in the Act give the local authority a right to make the landlord execute works necessary to make the house inhabitable; but these sections are hardly sufficient to impose on the owner an absolute statutory duty towards all the world or any more limited class. The Divisional Court and the Court of Appeal have felt bound by *Cavalier* v. *Pope* (*supra*) to find that none except the actual tenant can recover for damage sustained by breach of this warranty.

"A Sound Lawyer."

WE ARE not often disposed to find fault with the obituary notices of eminent members of the bench and of the bar which appear from time to time in the daily press. If we have sometimes thought that a little too much regard is paid to the familiar maxim that nothing but good should be said of those who are gone, we are ready to allow that it is not always easy to apply it so as to command general approbation. But we may reasonably protest against the almost invariable use of a particular phrase in the description of the qualifications of the subject of the notice. He "was a sound lawyer," "he was generally admitted to be a sound lawyer," "at an early stage of his career he acquired the reputation of being a sound lawyer" are stock phrases in these little biographies. Now, it will not be disputed that many of those who advance rapidly in the profession and close their career on the bench are not "sound

lawyers" in any correct meaning of the phrase. They are brilliant and successful advocates, and often men of wide general culture and ability; but they have been always too busy to acquire an exact knowledge of the principles and practice of the law, and are rarely requested to give their opinion upon a matter requiring intimate knowledge or research. We could refer to several judges of a past day whose reputation for learning can hardly be challenged—Mr. Justice PATTESON, Baron PARKE, Mr. Justice BLACKBURN and Mr. Justice WILLES—all of whom left the bar at a comparatively early age and never obtained the honour of a silk gown. The term "sound lawyer" might well be applied to these eminent persons, but it could not be suitably extended to several of the Crown Officers who have filled the highest offices of the bench. The late Lord ESHER was accustomed to say that a judge went on learning law until he retired from his duties, and that although he might have commenced them with a limited stock of knowledge, there was nothing to prevent him from being, after some years' experience, as fully equipped as might be necessary. But his lordship might, we think, have added that a taste for study is generally acquired at an early period of life, and that the fatigues of the bench must often deter even the most energetic from the attempt to recover ground which has been lost.

Motorists and Pedestrians in France.

PARIS is said to be the Happy Land to which all Americans go when they die. Certainly France appears to be a happy hunting-ground for the motorist. In that enlightened republic, the motorist is protected by the law against a nuisance of which he is ever complaining in England—namely, the stupid pedestrian who endangers his own life and the motorist's car by insisting on crossing the road without waiting patiently till a policeman on point duty comes along to stop the traffic for him. Such at least is the moral we draw from a judgment delivered a few days ago in the Fourth Chamber of the Civil Tribunal. In June, 1912, M. DE HOREZ was crossing from one side of the Avenue des Champs Elysées to the other—an exceptionally crowded and risky thoroughfare at most periods of the day. As he stepped off the pavement he was knocked down by a taxicab, which swerved unsuccessfully in order to avoid him, and in so doing ran into a private car belonging to a M. LEFRANC. The private car was damaged to the extent of £48. M. LEFRANC naturally sued the taxicab company, who by third party procedure brought in the foolhardy M. DE HOREZ. The court found that both the pedestrian and the taxicab driver were to blame. The pedestrian's error consisted in "imprudently venturing into the part of the roadway reserved for vehicles without making sure that none was near." The taxicab driver's fault was that "he had piloted his car badly, and exceeded the speed limit." But of the two the pedestrian was the more blameworthy—in the proportion of three to one. Therefore M. DE HOREZ, in addition to the doctor's bill for his own injuries, had to pay the private car three-fourths of the damage suffered by it, namely £36. The taxicab had to pay one-fourth, namely £12. And since the pedestrian's fault was the greater, he had to pay everybody's costs. Truly Paris may be styled the Elysian Fields of the motorist.

The Law Journal Reports.

IN OUR issue of the 2nd May, we stated (*ante*, p. 489) that the Law Reports possess one advantage over the many rival series produced, namely, that they are read in proof and corrected by the judges concerned. It has been pointed out to us that this statement is not in accordance with fact, since the judges equally revise and correct their judgments for the Law Journal Reports. We are glad to have this information, and to amplify our former statement by including in it the Law Journal Reports, which have for a long series of years been well known for their fulness and efficiency.

At North London Police-court on the 7th inst. George James Jackson, of East-road, City-road, was summoned for exceeding the speed limit. It was stated that the defendant drove a motor-hearse in Green Lanes, N., at a speed equal to twenty-six miles an hour. "I think the last vehicle which should exceed the speed limit is a hearse," observed Mr. Hedderwick, in imposing a fine of £1, with 2s. costs.

Capture of Private Property at Sea in Time of War.

A YEAR ago we discussed (57 SOLICITORS' JOURNAL, 400) the position of the question of the capture of private property at sea, with special reference to the attitude adopted by the British Government and the advocacy by the late Lord AVEBURY of a change of policy. We concluded as follows:—"The general feeling of the commercial classes appears to be strongly in favour of the reform for which Lord AVEBURY and enlightened opinion plead, and a bolder course on the part of the Government would be welcomed." The argumentative side of the question has been reinforced since then by the publication of Lord LOREBURN'S book, and practically a marked advance has been made by the adoption of the resolution against capture at the Baltic and White Sea Conference last week, and simultaneously by the changed attitude of the Government as shewn on the discussion in Parliament on the 6th inst. The Baltic and White Sea Conference is international, and therefore its opinion is entitled to special weight. It views with grave apprehension the disastrous consequences to merchant shipping and sea-borne commerce that must follow upon the exercise in any future war of the existing right of a belligerent to capture and confiscate the innocent private property of the enemy's subjects at sea, and calls on the Governments of the maritime nations to take into early consideration the question of abolishing such right. It also expresses the opinion that in view of the experiences in recent naval wars, the right of a belligerent to declare as contraband articles not used exclusively for warlike purposes should be abolished; and considers it essential that the decisions of prize courts should be subject to review by an international tribunal on which the belligerents and neutral powers should be represented.

The detection of contraband depends under the existing system on the right of search, and a neutral ship is bound to submit to the indignity of being stopped and overhauled by any public ship of a belligerent. Nothing in international law is better settled than this right, and the corresponding duty of non-resistance on the part of the neutral (*The Maria*, 1 C. Rob. 340); but nothing is in fact more repugnant to fundamental principles of civilization and public order. Belligerents at sea are, while engaged solely in their own quarrel, a sufficient danger and nuisance to the rest of the world; they should have no right to touch a neutral ship. The conference do not go so far as this, and it may be that we express the opinion of the future—the near future—rather than the present; but the Conference calls for payment of compensation to the neutral vessel when its capture or detention has been groundless or unreasonable, and the President, Mr. W. J. NOBLE, suggested that a neutral ship should be able to earn immunity by a consular certificate. Thus the Conference spoke distinctly in favour of the abolition of the right of capture of private enemy ships, and the restriction of contraband and the right of search; while questions of prize law should be referred to an international court.

The justice of this last suggestion is obvious; whatever respect we may have for Lord STOWELL'S genius and for the system of prize law which he elaborated, we do not want a repetition of litigation of that nature: we do not want ourselves to exercise a one-sided jurisdiction in questions effecting ships of other nations; and we certainly do not wish our own ships, as has recently happened, to be left to the mercies, tender or otherwise, of foreign courts. And of course the establishment of international courts has a further effect. So soon as there are such courts—or so soon as the Tribunal of The Hague is really effective—the question will become insistent, Why should statesmen and politicians be allowed to resort to war at all? The practice of referring international questions to an international tribunal will make war as barbaric a survival as the determination of a writ of right by combat had become long before this venerable procedure was formally abolished. Here again, no doubt, we are a little in advance of the time, but not much. We have very respectable support from the other side of the Atlantic in an article in *Case and Comment* for April on "International Peace"

and we prefer our own sober anticipations of the abandonment of war as a permissible means of settling international disputes to Mr. WELLS' lurid visions of scientific warfare.

But the resolutions of commercial bodies and the general opinion of people outside politics do not count for much while politicians maintain an obstinate attitude, and hitherto the British Government has shown no sign of yielding to the progress of thought and feeling on the subject. Besides the questions adverted to above, there is the question of blockade, and hitherto our Government has quite refused to give up capture at sea or the right of blockade, though it has been willing to abolish or greatly restrict contraband. The United States, on the other hand, which have always been on the right side as to capture, and ready for its abolition, have excluded the case of contraband, as well as of ships breaking blockade. And while the question has tarried, Germany, which was at first sympathetic to abolition, has come to think that there may be some virtue after all in being able to cripple an enemy's commerce; and without suggesting that this country and Germany are ever likely to be enemies, it is obvious that Great Britain has been prejudiced by the delay.

Here then is the importance of the change of attitude on the part of the Government which Sir EDWARD GREY implied last week. The Government could not point-blank say that they were prepared to agree to the abolition of the right of capture of private property at sea, but their attitude had never, he said, been irreconcilable; by which he meant, no, doubt, that whatever the attitude had been in the past, it was not going to be irreconcilable in the future; and in particular, instead of the delegates to the next Hague Conference being supplied with arguments for opposing proposals for the abolition of the right of capture, they would be instructed as to the conditions on which it should be accepted. These, according to Sir EDWARD GREY, would include (1) the maintenance of the right of blockade; (2) the restriction of contraband; and (3) the abolition of the use of floating mines. It is possible that blockade cannot yet be dropped, though in fact it seems to be aimed at the non-belligerent as much as the belligerent population; the last two conditions would carry general assent. The use of floating mines is, of course, a danger to neutrals as much as to belligerents. Altogether the prospect of this country assisting instead of obstructing the amelioration of maritime warfare has never been so favourable.

Personal Injury by Accident.

"IF in any employment personal injury by accident arising out of and in the course of the employment is caused to a workman," runs section 1 of the Workmen's Compensation Act, 1906, that workman shall be entitled to receive compensation as provided for in the statute. It would be difficult to imagine language simpler than the phraseology of the sentence we have quoted, yet every lawyer knows that these apparently simple words have given rise to a small library of reported decisions in England, Scotland, and Ireland. In the first place, it has not proved easy to define "personal injury by accident." In the second place, it has not always been easy to say whether or not such accident arises "out of" the workman's employment; it must also arise "in the course of the employment," but there the courts have not found the difficulty quite so great. Lastly, such accidents must be the "cause" of the workman's injury—and this has occasioned pages of judicial comment full of scholastic subtleties distinguishing between the *causa proxima*, the *causa efficiens*, and the *causa sine qua non*. Each of the points is illustrated by recent cases in the House of Lords, which may be conveniently summarized here.

Now, our law lords are never tired of saying that, in the interpretation of this statute, words must be taken in their ordinary popular sense, but the plain man in the street would probably stare with bewilderment if he heard some of the "popular meanings" which he is supposed by the courts to put upon words. Nor have the courts been consistent in their reading of the plain man's supposed views. For example, there has been a gradual change in the judicial construction of the words "accident" or "personal injury by accident." At one time it was supposed that these terms involved the idea of something "fortuitous" and unexpected, and, therefore, that an injury suffered while at work in the ordinary way could not be attributed to an accident: *Roper* v. *Greenwood* (1900, 3 B. W. C. C. 23). But even before the Act of 1897 was replaced by the Act of 1906 a change of view began to take place, and in 1903 the use of the word "fortuitous" as part of the judicial definition was criticised and objected to by the House of Lords in *Fenton* v. *Thorley & Co.* (*Limited*) (1903, A. C. 443). There a workman injured himself by suffering a rupture through over-exertion in turning a wheel; this was held to be an accident. A new definition of accident was framed which, in the words of Lord LINDLEY (*ibid*, at p. 43), took the neat shape of "any unintended and unexpected occurrence which produced hurt and loss."

It may now be taken for granted that the phrase "personal injury by accident," involves two aspects, both of which must be present. There must be "personal injury"—*i.e.*, a physiological injury, other than disease: *Stewart* v. *Wilsons, &c.* (*Limited*) (1902, 5 Fraser, 120). Again this physiological injury must not be self-inflicted, except, perhaps, when the workman is driven insane by some risk incidental to his employment: *Malone* v. *Cayzer* (1908, 1 B. W. C. C. 27). But these two exceptions, namely, disease and self-injury, seem the only examples now recognised of hurt sustained by a workman as the result of his employment which do not amount to "personal injury by accident." Until recently, however, there was a division of opinion between the Scots Court of Session and the English Court of Appeal as to whether or not the murder of a workman during his employment could be regarded as "unintended" so as to come within the definition. But in *Trim Beard* v. *Kelly* (*ante*, p. 493), the House of Lords has decided, although only by a majority of four law lords to three, that such murder is properly described as an accident, since it is unintended by the victim, although not by the murderer.

Very curious are the series of "physiological injuries" which have gradually been held to be within the statute. Among others may be mentioned the rupture of an aneurism (*Clover, Clayton & Co.* v. *Hughes*, 1910, A. C. 242); sunstroke (*Morgan* v. *s.s. Zenaida*, 1909, 2 B. W. C. C. 19); heatstroke from a steamer's boiler (*Ismay, Imrie & Co.* v. *Williamson*, 1908, A. C. 437); germs entering the body through a scratch on the skin (*Turvey* v. *Brinton's* (*Limited*), 1905, A. C. 230); cat-bite in a stable (*Rowland* v. *Wright*, 1909, 1 K. B., 963); the washing up of crockery with caustic soda by a person with a super-sensitive skin (*Dolzam* v. *Strand Palace Hotel* (*Limited*), 1910, 3 B. W. C. C. 389); and chills caught by worker in a mine, whether caused by an unexpected drenching in water (*Alloa Coal Co.* v. *Drylie*, 1913, S. C. 977) or by an unexpected exposure to a blast of cold air (*Coyle* v. *John Watson* (*Limited*) (reported elsewhere). In the last quoted case, which has just been decided by the House of Lords, the facts are very instructive. Owing to a break-down in an upcast shaft of a pit some workmen leaving work had to go up by the shaft of another pit; here they had to wait for some time exposed to a downward draft of air; one caught pneumonia and died. The death was held to be due to "personal injury by accident" and not to disease, since the latter term refers only to "idiopathic" and "industrial diseases"—not to diseases themselves having as their direct agent a chain of accidental circumstances.

But the "personal injury by accident" must also arise "out of the employment." This is now understood to mean that the risk which occasions the accident is a "risk incidental to the employment," and not one independent of it. Now there are three quite different ways in which an accident which occurs in the course of the employment may nevertheless fail to "arise out of it" so as to entitle its victim to compensation. The first of these occurs when the injury results from disobedience so gross as to amount to a repudiation by the workman of his employment, which therefore estops him from setting up such employment.

A good example of this is found in the case of *Kerr* v. *Baird & Co.* (*Limited*) (1911, 4 B. W. C. C. 397) where a miner disobeyed the regulations of a mine by firing a charge of dynamite instead of leaving it to the specially appointed shot-firer. His death from the explosion did not arise out of his employment at all but out of his criminal breach of duty. Even here, however, there is scope for refinement. Thus the House of Lords has just de-

cided *Smith* v. *Fife Coal Co.* (*Limited*), reported elsewhere, that where the deceased workman, in breach of the mine regulations, connects the fuse with the firing-battery, but leaves the shot-firer to fire the shot, his death arises "out of the employment," because his breach of regulations is not the real cause of it.

A second exception is found where the workman, although he does not repudiate his employment by an act of misconduct, adds a novel and unnecessary risk to that employment by some action done solely in his own interest and not on behalf of his employer. There are many cases illustrative of added risk; but a good example is that of the miner in *MacLuckie* v. *Watson* (1913, S. C. 975), who, while waiting for the cage to take him out of the mine, tried to get a front place in it by standing in water ahead of his companions, with the result that he contracted a chill and died. A similar case is that of *Barnes* v. *Nunnery Colliery Co.* (1912, A. C. 44), where a colliery boy jumped into a tub to ride to his employment, instead of walking there, and was killed in consequence. In such cases the victim or his dependants are not protected by the proviso to the statute which debars the employer from pleading "wilful misconduct" in the case of death or serious injury. For the accident does not result from misconduct *in* the victim's employment, but from unauthorized acts *outside* it altogether, or deemed to be so because they add a new risk to those incidental to the employment.

The third exception arises when a workman does some wholly unauthorized act outside the scope of his employment, although for his master's benefit, which is the direct cause of his death. The leading case upon this exception is *Plumb* v. *Cobden Flour Mills Co.* (*Limited*) (58 SOLICITORS' JOURNAL, 184; 1914, A. C. 62), where an inventive foreman devised a mechanical means of using machinery to assist his men in their purely manual labour of stacking sacks; this new invention lead to his own accidental death. The House of Lords held that the accident did not arise out of the risks incidental to the employment, but out of the novel risk added by the foreman's unauthorized exercise of his inventive powers.

But it is not enough that the injury which causes a workman's death or hurt should arise "by accident" and be connected with "risk incidental to the employment". It must be caused by that risk. Hence fine questions of logic have arisen as to the "chain of causation" and the presence or absence of a *nova causa interveniens*, between the risk and the injury, to break the necessary chain of causation. It is now well-settled, however, that the cause of the injury to be regarded is its immediate or proximate cause, and not some remote cause which might be discovered by going back along a chain of circumstances. *Wicks* v. *Dowell & Co.* (*Limited*) (1905, 2 K. B. 225), illustrates this principle WICKS was a stevedore, and was working near an open hatchway; he had an epileptic fit and fell into the hold. It was held that the proximate cause of his injury, the fall, must be considered and not the prior cause, namely, the epileptic fit, which did not arise out of the employment, whereas the fall did. Another excellent illustration is the recent case, noted above, of *Smith* v. *Fife Coal Co.* (*Limited*). Here the deceased miner fastened the fuse of a charge to its battery; this was the duty of someone else, and altogether outside his employment. Then the proper shot-firer set the battery in action, with the result that the first man got killed in the explosion. Now, in one sense his own officious act was one of the chain of causes leading to his death, but it was a remote cause, not the proximate cause—which was the firing of the charge by the actual shot-firer—and so his injury was not imputed to it by the court.

From this brief summary of recent cases it will be seen that decisions on the Workmen's Compensation Act, 1906, still retain all their old interest as admirable illustrations of logical reasoning and legal principles. They also illustrate the well-known, if somewhat paradoxical, fact that, the less technical the language which the Legislature chooses to embody a novel principle of jurisprudence, the more numerous and subtle are the decisions which spring out of judicial efforts to construe its terms aright.

At the invitation of the Board of the Faculty of Law in the University of Oxford the annual general meeting of the Society of Public Teachers of Law will be held at Oxford on Saturday, the 4th of July.

Reviews.

Private International Law.

A CONCISE TREATISE ON PRIVATE INTERNATIONAL JURISPRUDENCE. BASED ON THE DECISIONS IN THE ENGLISH COURTS. By JOHN ALDERSON FOOTE, K.C. FOURTH EDITION. By COLEMAN PHILLIPSON, M.A., LL.D., Litt.D., Barrister-at-Law. Stevens & Haynes.

In this edition of Mr. Foote's useful treatise some parts have been entirely rewritten, and certain portions of the text have been rearranged, and, of course, in the ten years and more which have elapsed since the last edition there have been a great number of cases which required to be incorporated; on the other hand, in order to avoid increase of bulk, the partial summaries which were formerly interspersed in the work have been omitted, but the continuous summary at the end has been retained.

One of the most important heads of Private International Law in practice is the devolution of real and personal property situate in a country other than that of the domicil of the deceased. The doctrine as to immovable property—in which leaseholds are included (*Pepin* v. *Bruyere*, 1900, 2 Ch. 504)—is discussed at pp. 207, *et seq.* Succession on intestacy takes place in all respects according to the *lex situs*, so that, for instance, the heir to land in this country must be legitimate here (*Birtwhistle* v. *Vardill*, 7 Cl. & F. 895); but the editor argues that, for succession under a will, a different rule should prevail, by analogy to *Re Goodman* (17 Ch.D. 266), and that, under a devise by a testator to his children, children who are legitimate according to the law of his domicil should take, though illegitimate here. Clearly this should be so, and *Birtwhistle* v. *Vardill* itself is not a decision to be proud of. With regard to movable personal property, treated at pp. 253, *et seq*, the law of the domicil is applied with some consistency; but this is subject to the inconvenience that the will must be valid according to the *lex domicilii*, and if the testator overlooks this and executes his will according to the law of his domicil of origin, which may be the *lex situs* of the property, his disposition will be invalid (*Bloxam* v. *Favre*, 9 P. D. 130).

When the law of the foreign country of domicil follows, as to intestate distribution, the principle of nationality instead of that of domicil, and the deceased is a British subject, then the law is referred back to this country and should stay there so as to avoid the perpetual game of battledore and shuttlecock, known as *Renvoi* (see *Re Johnson*, 1903, 1 Ch 821). This case is referred to at p. 256, but with the reference 19 T.L.R. 309; such a reference is of course inconvenient when the Law Reports have the case. The divergence between this and other countries as to the respective applicability of the law of domicil and the law of nationality is a matter which will cause increasing inconvenience, unless some common principle can be arrived at by international agreement. The book is written for the use of English practitioners and is based on the decisions of our courts as to Private International Law. In its present edition it will help to solve many a knotty point.

Books of the Week.

Workmen's Compensation and National Insurance Law.—Reports of cases under the Workmen's Compensation Acts, including all cases relating thereto decided in the Court of Appeal (England), Court of Session (Scotland), Court of Appeal (Ireland), and on appeal therefrom to the House of Lords; also cases on Insurance Law, including those under the National Insurance Act (exclusive of Marine Insurance). Edited by WILLIAM E. GORDON M.A., and GILBERT STONE, B.A., LL.B., Barristers-at-Law. 1914. Part 1. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Annual subscription, 12s. 6d.

Criminal Appeal.—Criminal Appeal Cases. Reports of cases in the Court of Criminal Appeal, March 30th and 31st, April 6th and 7th, 1914. Edited by HERMAN COHEN, Barrister-at-Law. Vol. 10. Part 4. Stevens & Haynes. 3s. 6d. net.

Review.—The Law Magazine and Review. A Quarterly Review of Jurisprudence, May, 1914. Jordan & Sons (Limited). 5s.

Money-lenders.—On the Method of Calculating the Rate of Interest Charged by Money-lenders. By J. C. GRAHAM, K.C. Stevens & Sons (Limited). 2s.

Mr. Gillespie, the West Ham magistrate, gave a personal reminiscence last week, says the *Daily News*, during the hearing of a case in which a man fell into the river. On one occasion he was with a lady in a boat on the Thames, he said. At one of the locks he put his hand into his pocket for a tip for the lock-keeper. He had got threepence in his hand and fell overboard. The lady was not in the least alarmed. While he struggled to get abroad again, she asked, "Can I do anything to help you?" His worship replied, "Yes, take this threepence!"

CASES OF THE WEEK.

House of Lords.

SMITH *v.* FIFE COAL CO. (LIM.). 30th March; 20th April.

WORKMEN'S COMPENSATION—"ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT"—BREACH OF RULE—MINER DOING SHOT-FIRER'S WORK—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

A duly appointed shot-firer was in the habit, unknown to the management and in breach of regulations, of delegating to miners working in his shift the coupling of the cable to the charge. No such practice was proved to exist so far as regarded the other shot-firers in the mine. A miner who worked in the shift where this practice obtained, after connecting the cable to the charge, was proceeding to a place of safety in reliance upon the shot-firer ascertaining that he had taken shelter before the shot was fired, when the shot-firer fired the shot and he was injured. It was proved that there was no likelihood of danger to a miner connecting the detonator wire to the cable. The arbitrator found that what the applicant did was not the cause of the accident, and that the accident therefore arose out of and in the course of his employment. Accordingly, he made an award in his favour.

Held, that the award was right.

Decision of Court of Session (50 *Sc. L. R.* 455; 1913, *S. C.* 662; 6 *B. W. C. C.* 435) *reversed.*

Appeal by the workman from a decision of the Court of Session reversing an award in his favour by Sheriff Substitute Ampherston at Dunfermline.

The HOUSE reserved judgment.

Lord DUNEDIN, in giving judgment, said the appellant was a miner in the employ of the respondents. He worked at a working-face where from time to time blasting by means of a shot was necessaary. On these occasions the proper procedure was that the miner bored a hole, put into it a detonator, which was handed to him by the shot-firer—a duly appointed official—and stemmed or packed the detonator into the hole. The shot-firer then connected a cable with the detonator wire, which had been left protruding from the stemmed hole. Then proceeding to the other end of the cable, which was at least twenty yards in length, he coupled the cable to an electric battery, and then, after seeing that all persons in the vicinity had taken shelter, fired the shot by turning the handle of the electric apparatus. What actually happened was this. The shot-firer, a man named Howard, in contravention of the regulations, permitted Smith to connect the detonator wire with the cable. While Smith was retiring to a place of safety, Howard, deceived by a voice calling out "All right, fire away," which voice was that of another man, and not the appellant, and without seeing that the appellant was in safety, fired the shot. The result was that the appellant was severely injured. In these circumstances the arbitrator found that the appellant had been injured by an accident "arising out of, and in the course of, his employment." The Second Division recalled the finding of the arbitrator, and the workman appealed to that House. It would be conceded that if the accident was due to the man arrogating to himself duties which he was not called on to perform and which he had no right to perform, then he was acting out of the sphere of his employment. His lordship could not see that the efficient cause of the accident to Smith was connected with the arrogation of an authorized duty by him. It was true that no explosion could have taken place unless the cable had been connected with the detonator, but that was only a remote cause. The question of fact which had to be answered was: "Did the injury to Smith arise out of his unauthorized act?" The answer to that, so far as his action consisted in coupling the wire, was No. The injury arose from the premature explosion caused by the careless act of the shot-firer. He was, therefore, of opinion that the view of the facts taken by the arbitrator was right, and that his finding in favour of compensation being awarded to the appellant should be restored.

Lords ATKINSON, SHAW, and KINNEAR expressed concurrence in this judgment.

Lord PARMOOR read a short judgment, in which he also was of opinion that the question of law should be answered in the affirmative and the appeal allowed. Appeal allowed, with costs.—COUNSEL, for the appellant, *the Lord Advocate*, K.C., and *Alex. Shaw*; for the respondents, *Solicitor-General for Scotland*, K.C., and *H. W. Beveridge*. SOLICITORS, *Walker, Son & Field*, for *D. R. Tullo*, S.S.C., Edinburgh, and *Macbeth, Macbean & Currie*, Dunfermline; *Beveridge, Greig & Co.*, for *W. T. Craig*, Glasgow, and *Wallace & Begg*, W.S., Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

COYLE OR BROWN *v.* JOHN WATSON (LIM.). 30th and 31st March 28th April.

WORKMEN'S COMPENSATION—ACCIDENT—DEATH FROM PNEUMONIA FOLLOWING ON CHILL—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

Owing to a breakdown in a shaft of a pit owned by the respondents, a number of miners were ordered to the surface by another shaft. The men working in the pit worked by this other shaft were, however, taken up first. Consequently the miners sent over to that pit were kept waiting about some one and a half hours. There was a cold down draught of air, and the husband of the appellant contracted a chill. The chill was followed by pneumonia, and he died.

The arbitrator found that the deceased man died from an accident, and awarded his widow compensation.

Held, that the award was rightly made.

Decision of Court of Session (1913, 1 *Sc. L. T.* 174, 50 *Sc. L. R.* 415, 6 *B. W. C. C.* 416), *which set aside the award on the ground that death was not due to an accident, reversed.*

Alloa Coal Co. (Lim.) *v.* Drylie (1913, 50 *Sc. L. R.* 350; 6 *B. W. C. C.* 398) *followed.*

Appeal by defendants of a workman who met with his death under the following circumstances. The application by Mrs. Brown, on behalf of herself and her children, came before the Sheriff-Substitute at Lanarkshire, who found that the appellant's husband died from the effects of injuries by accident while in the employ of the respondents. Brown was employed in Gilbertfield Colliery on the 26th of June, 1911. The place where he was working was dry and hard, and had a good current of air passing through it. A little while after Brown started work, and in consequence of a wreck in the shaft, all the men in the pit where Brown started were ordered to ascend to the surface, but instead of going to the shaft of No. 2 pit they were met on their way by an official, who told them to go by the communication road to the shaft of No. 1 pit. Here they had to wait at the mid-landing for about an hour and a half until the men from the lower seam, who usually ascended by this shaft, had been raised. He suffered a chill, on which pneumonia supervened, from which he died. The Court of Session, distinguishing the decision given in *Alloa Coal Co.* v. *Drylie* (*supra*), held that there was "no accident" within the meaning of section 1 (1) of the Act of 1906, and set aside the award in favour of the applicant. Mrs. Brown appealed. The question of law argued was whether there was evidence upon which it could be competently found that the said John Brown sustained an accident arising out of and in the course of his employment on the 26th of June, 1911.

Lord DUNEDIN.—On the assumption that the case of Drylie was well decided, I am of opinion that this case is ruled by that. It seems to me that here, as there, you have an accident interfering with the regular working of the mine; the consequential exposure of the workman to rigorous climatic conditions for a prolonged period, which exposure would not have been his fate but for the accident; and the finding in fact that the supervening illness was due to this prolonged exposure. There is no intervening circumstance depending on some cause other than the accident which occurs to break that chain of causation. In the case of *McLuckie* v. *Watson* (1913, 50 Sc. L. R. 770, 6 B. W. C. C. 850), the wetting which brought on the chill was not the necessary sequel of the accident, but was due to the workman's determination not to await his turn for the cage, but to stand in the water in order to get in front of his fellows. As regards the case of Drylie, I was a party to that judgment, and I have seen no reason to alter the opinion that I then formed. I had the satisfaction of knowing that both of your lordships, who have considered that case for the first time, have seen no reason to doubt that it was rightly decided. I accordingly think that the present appeal should be allowed and the award of the arbitrator restored, and I move accordingly.

Lord KINNEAR concurred in this judgment.

Lord ATKINSON could not agree with the learned Lord Advocate that under the Workmen's Compensation Act the accident, to entitle the injured workman or his dependant to compensation must be the proximate cause of the personal injury. He thought the question of law stated by the learned Sheriff-Substitute should be answered in the affirmative, and this appeal allowed, with costs.

Lord SHAW and Lord PARMOOR both read judgments to the same effect. Appeal allowed, with costs.—COUNSEL, for the appellant, *A. Moncrieff*, K.C., and *Jas. Keith*; for the respondents, the *Lord Advocate*, K.C., and *H. W. Beveridge*. SOLICITORS, for the appellants, *Deacon & Co.*, for *Hay, Cassels & Frame*, Hamilton, and *Simpson & Marwick*, W.S., Edinburgh; for the respondents, *Beveridge, Grieg, & Co.*, for *W. T. Craig*, Glasgow, and *W. & J. Burness*, W.S., Edinburgh.

[Reported by ERSKINE REID Barrister-at-Law.]

Court of Appeal.

MANCHESTER SHIP CANAL CO *v.* HORLOCK. No. 1. 23rd, 24th, and 27th April.

SHIPPING—CONTRACT OF SALE—SHIP ABANDONED IN CANAL—"CONSTRUCTIVELY LOST"—REMOVAL OF OBSTRUCTION AND SALE OF SHIP—MODE OF TRANSFER—BILL OF SALE—DELIVERY ORDER—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 21, 24, 530.

Where a ship, having been sunk or abandoned in a harbour, becomes a constructive total loss, and, being an obstruction to navigation, is afterwards raised and sold by the harbour authority under section 530 of the Merchant Shipping Act, 1894, the proper mode of transfer to the purchaser is by a delivery order. A bill of sale in the statutory form prescribed by section 24 is no longer appropriate or effective, as the vessel has ceased to be registrable. The closing of the register does not affect the power of sale conferred by section 530 of the Act.

Decision of Eve, J. (58 SOLICITORS' JOURNAL, 197), *reversed.*

Appeal from a decision of Eve, J. (reported *supra*), dismissing an action for specific performance of a contract for the sale of a ship, and for payment of the balance of the purchase-money. On the 22nd of March, 1913, *The Solway Prince*, a steamer of 350 tons gross, was

sunk after a collision in the Manchester Ship Canal. The plaintiffs immediately gave notice to the owners that the ship was an obstruction, and that they intended to remove or destroy her or exercise their powers under section 530 of the Merchant Shipping Act. The ship was then a "constructive total loss" within the Marine Insurance Acts, *i.e.*, the probable cost of raising and repairing her was greater than her value would be if raised and repaired. The plaintiffs raised and patched her at a cost of £3,600, and removed her to the pontoon at Manchester. On the 1st of May she was sold by public auction to the defendant, who bid £1,675, intending to repair and employ her as a ship. The contract of sale provided that the ship was to be transferred by a delivery order, but the ship being still in fact on the register at the date of sale, the defendant insisted on the transfer being by bill of sale under section 24. The plaintiffs refused, and gave notice to the registrar, under section 21, that she was constructively lost. The registry was then closed. Eve, J., upheld the defendant's contention, and dismissed the action. The plaintiffs appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

COZENS-HARDY, M.R., concurred with the judgment delivered by

SWINFEN EADY, L.J., who said that where a ship was damaged by a peril insured against, if the cost of raising and repairing her would exceed her value when repaired, she was constructively lost within the meaning of section 21 of the Merchant Shipping Act, 1894, and there was no doubt upon the facts that the vessel was so lost. The assured gave the insurers notice of abandonment, and treated the loss as if it were an actual total loss. It was the duty of the owner of the ship to give notice of the loss to the registrar, if he had not already received it, and the registry of the ship was to be deemed to be closed. The register was actually closed before the 22nd of May, the date when the facts came to the registrar's knowledge. The purchaser was not entitled to refuse to complete, because the plaintiffs would not execute a bill of sale, for the ship had ceased to be a registered ship, the registry being considered to be closed. It had been argued that this might have been so, if the vessel had been sold on the 22nd of March, when she was lying at the bottom of the canal, but that the position was altered when she had been raised and was lying at the pontoon. But the alteration made no legal difference. When a ship had ceased to be registered, by reason of having been abandoned, she had to be re-registered, and before that could be done, resurveyed and certified to be seaworthy. It was also urged that the ship was sold as a "registered ship," but that was not so; there was no representation to that effect at the date of sale. The purchase had been completed, and no complaint was made, or could be made, of any error of description, for the contract expressly provided against allowing for any such error. The plaintiffs had full authority, under section 530 of the Merchant Shipping Act, 1894, to sell the vessel, and give a good title to the purchaser. No bill of sale was necessary, or could have been effective, and the register being closed, the purchaser obtained the property in and possession of the vessel by the contract and delivery order. The learned judge below decided that the ship was "constructively lost" for insurance purposes, but that it did not follow that the same rules were to be applied in determining whether a ship was "constructively lost" within the Merchant Shipping Acts, but in his lordship's opinion the judgment below was erroneous. The expression "constructively lost" as applied to a ship had no meaning, except in connexion with marine insurance. The defendant was offered a bill of sale for what it was worth before action brought, but refused it, and declined to complete the purchase. That alone shewed that he had no answer to the action. The closing of the register could not affect the right of the plaintiffs to dispose of the vessel under section 530. They had an absolute right to dispose of her, and the defendant was in any case bound to complete his contract. The appeal would be allowed with costs, and judgment entered for the plaintiffs for specific performance.

PICKFORD, L.J., delivered judgment to the same effect, remarking that the specific obligation of the plaintiffs under the contract was to give a delivery order, and they had done everything that could be done to pass a good title to the defendant.—COUNSEL, *Leslie Scott*, K.C., *R. B. Laurence*, K.C., and *Mackinnon; R. Dunlop.* SOLICITORS, *Rowle, Johnstone, & Co.*, for *Hill, Dickinson, & Co.*, Liverpool; *Thomas Cooper & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Goods of **WHITE (Deceased).** Bargrave Deane, J. 11th May.

PROBATE—OMISSION OF LIBELLOUS PASSAGES IN A WILL—PRACTICE.

A will or codicil should not be made the vehicle whereby a person may publish libels after his death. When the words complained of are embodied in a will, and are clearly libellous, but are not testamentary, they will be omitted from the probate of the will, and from the copies of the will subsequently issued from the Probate Registry.

Motion on behalf of John James White, executor of the last will, dated the 6th of February, 1913, of the deceased, who died on the 10th of April, 1914, asking the court for an order that certain defamatory words (which were not testamentary) concerning the widow should be omitted from the Probate. Counsel for the applicant said that in the will the testator recited that he had left nothing whatsoever to his wife, "she having habitually slandered me ——" (BARGRAVE DEANE, J.: "Are you not defeating the object of the motion if you recite the whole passage"?) Counsel for the applicant said that he would not recite the remainder of the passage, and cited in support of his case *Curtis* v. *Curtis* (1825, 3 Add. 33); *In the goods of Wartnaby* (1846, 1 Rob., 423); *Marsh* v. *Marsh* (1860, 1 Sw. & Tr. 528); and *In the goods of Honywood* (19 W. R. 760; 1871, 2 P. & D. 25). In *Curtis* v. *Curtis* (*supra*), Sir John Nicholl refused to expunge from the will a passage reflecting upon a wife; but in *In the goods of Wartnaby* (*supra*) Sir Herbert Jenner Fust, after consideration, allowed probate to go with the omission of the passages objected to. In *Marsh* v. *Marsh* (*supra*), Creswell, J.O., on an application being made to him to omit "opprobrious terms" from probate of a will, made the order, all parties consenting, but he said that he doubted whether the words were of such a nature as to warrant the application. In *In the goods of Honywood* (*supra*) Lord Penzance refused to omit an offensive passage from the probate of a will which professed to be a "true copy" of the will. In the present case the words complained of were both libellous and untrue, while not in any sense testamentary.

BARGRAVE DEANE, J., perused the affidavits, and, having considered the cases cited by counsel for the applicant, said that in his opinion a will or a codicil should not be made the vehicle whereby a person might publish libels after his death. It should be clearly made known that people should not put such things into their wills merely to gratify their spite. As to the law, the authorities which had been cited were all of them contradictory. In the present case the words complained of were clearly not testamentary in any sense, and were obviously libellous. They must be, therefore, omitted from the probate of the will and from any copies of the will which might be issued from the Probate Registry at Somerset House. The inventory of the effects of the deceased, which appears in his handwriting on the third page of the will, must also be omitted.—COUNSEL, *J. G. Pease.* SOLICITORS, *Engall & Crane.*

[Reported by C. P. HAWKES, Barrister-at-Law.]

CASES OF LAST SITTINGS.

House of Lords.

FELSTEAD *v.* DIRECTOR OF PUBLIC PROSECUTIONS. 26th Feb.; 7th April.

CRIMINAL LAW—APPEAL—CONVICTION "GUILTY, BUT INSANE"—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, C. 23), S. 3.

The Court of Criminal Appeal decided, following Rex *v.* Machardy (55 SOLICITORS' JOURNAL, 754; 1911, 2 *K. B.* 1144), *that where the jury had returned a verdict of "Guilty, but insane," the right of the accused to appeal against his sentence did not include a right to appeal against the finding that he was insane, and dismissed an appeal by the appellant.*

Held, dismissing the appeal, that where a jury has returned such a verdict, there is no right of appeal under section 3 of the Act of 1907, *for the accused is not "a person convicted on indictment." There is no finding that the accused was guilty of the offence charged, but only that he was guilty of the act alleged as an offence, since it was established to their satisfaction that he was not responsible for his actions at the time, and therefore could not have acted with the felonious mind which is the essential element of the crime charged against him.*

Decision of Court of Criminal Appeal (*reported* 30 *T. L. R.* 143) *affirmed.*

Appeal by leave from a decision of the Court of Criminal Appeal (reported 30 T. L. R. 143). The appellant, Felstead, appealed against a verdict of "guilty, but insane," given against him when tried on an indictment charging him with violently assaulting his wife with a hatchet, and the learned judge ordered his detention during His Majesty's pleasure as a criminal lunatic. Felstead was defended at the November Derby Assizes by counsel, who had received his instructions from relatives to set up a plea of insanity. The prisoner had no notice that this plea would be raised, and had no desire that it should be put forward on his behalf. He had been examined by the police doctor on the day of the assault, and found to be sane. The grounds of the appeal were that he had been taken by surprise, that his true defence was suppressed, and that the evidence of the police doctor was not placed before the court, and there was, in effect, a miscarriage of justice. The Court of Criminal Appeal decided, in the case of *Rex* v. *Machardy* (55 SOLICITORS' JOURNAL, 754; 1911, 2 K. B. 1144), that no appeal lay in a case of this kind, and the Court of Criminal Appeal, in a subsequent case of *Rex* v. *Hill* (28 T. L. R. 15), expressed a desire that the decision in *Machardy's case* should be reviewed by the House of Lords.

Lord READING, giving a considered judgment, said that the sole question for the decision of that House was whether an accused person, who, by the special verdict, was found guilty of the act, but insane at the time, could appeal to the Court of Criminal Appeal against that part of the verdict which found that he was insane at the time of doing the act. If there was any right of appeal it could only be that conferred by the Criminal Appeal Act, 1907. That Act was passed to establish a Court of Criminal Appeal and to amend the law relating to appeals in criminal cases, and there was no right of appeal to the

Court of Criminal Appeal, and no jurisdiction in that court to hear an appeal, unless the appellant could bring himself within that statute. By section 3 of the Criminal Appeal Act, 1907, "a person convicted on indictment may appeal under this Act to the Court of Criminal Appeal," and unless a person was a person convicted on indictment there was no right of appeal against the verdict or any part of it. Therefore the question was whether, by reason of the special verdict under the Trial of Lunatics Act, 1883, or any part of such verdict, the accused person was "a person convicted on indictment." In the earliest times proof of insanity when he committed the act charged did not entitle the accused person to an acquittal, but to a special verdict carrying with it a right to a pardon. The same course was taken when the accused person had killed a man by misadventure or in self-defence. At a later period the jury in cases of insanity could either find a general verdict of not guilty, or a special verdict that the accused person committed the act, but that at the time he was *non compos mentis*, and thereupon the court gave judgment of acquittal. In his opinion the finding of the jury under the Insane Persons Act, 1880, that the person was insane at the time that he committed the offence was not a conviction, nor was the appellant convicted on indictment. It followed that the right of appeal given in certain circumstances by the Act of 1907 did not apply, and the appeal must be dismissed, with costs. If the appellant succeeded in his present contention, and established on the hearing of the appeal that the verdict as to insanity should be set aside, he would be entitled forthwith to be set at liberty, for the remaining part of the verdict could not justify the passing of any sentence on him, as it did not find him guilty of having committed an offence, but only of having done the act charged.

Lord HALDANE, C., Lords DUNEDIN, ATKINSON, MOULTON, and PARKER concurred in the judgment.—COUNSEL, for the appellant, *McCardy* and *Tinsley Lindley;* for the respondent, *Sir John Simon*, A.G., *Branson, Comyns Carr*, and *E. Purchase*. SOLICITORS, *P. W. Taylor; Director of Public Prosecutions.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

OSRAM LAMP WORKS (LIM.) *v.* GABRIEL LAMP CO. AND ANOTHER. No. 1, 7th April.

PRACTICE—DISCOVERY—INTERROGATORIES—MATTERS NOT DIRECTLY IN ISSUE—FACTS RELEVANT TO SUPPORT OF PLAINTIFFS' CASE.

In an action for infringement of a patent, the plaintiffs are entitled to interrogate the defendants whether articles alleged to be infringements were manufactured by, or were purchased from, a certain firm, or by or from what other persons or firms. Interrogatories are not to be confined to matters which are directly in issue in the action.

Decision of Eve J. (58 SOLICITORS' JOURNAL, 33), *reversed.*

Marriott *v.* Chamberlain (17 *Q. B. D.* 154) *and* Nash *v.* Layton (1911, 2 *Ch.* 76) *applied.*

Appeal from a decision of Eve, J. (*supra*) upon a summons for further and better answers to interrogatories. The action was for infringement of a patent in metallic filament electric lamps, and the ground of the application was that, it being almost impracticable to ascertain by examination or chemical analysis the process employed in the alleged infringing articles, and the defendants themselves being ignorant of the process, the plaintiffs ought to be allowed to obtain from the defendants such particulars of the sources from which the articles in question were obtained as would enable them to identify and establish the process of manufacture actually employed in their production. Eve, J., dismissed the summons, holding that interrogatories were only allowed with the object of obtaining admissions of facts which it was essential for the party interrogating to prove in order to establish his case, and that this was the principle laid down by the Court of Appeal in *Nash* v. *Layton* (*supra*). The plaintiffs appealed, and

THE COURT allowed the appeal.

COZENS-HARDY, M.R., said that the case was an appeal from Eve, J., who had refused to grant an application ordering further answers to two interrogatories. The action was one for the infringement of the plaintiffs' patent, and they sought to discover by means of interrogatories (1) whether a particular consignment of lamps was manufactured wholly or in part by a certain firm in Paris, or by what other persons or firms, (2) whether the said lamps were purchased by the defendants from the firm in question, or from what other persons or firms. The defendants had refused to reply. It was said, on their behalf, that the interrogatories must be limited to the matters directly in issue in the action. In his lordship's opinion this objection could not prevail. *Marriott* v. *Chamberlain* (17 Q. B. D. 154) was an authority in point, and decided that interrogatories could not be confined to facts directly in issue. *Nash* v. *Layton* (1911, 2 Ch. 76) was to the same effect, and the present case was wholly indistinguishable from these. The appeal would be allowed, with costs.

BUCKLEY, L.J., and CHANNELL, J., concurred.—COUNSEL, *Walter*, K.C., and *J. Hunter Gray; Thomas Terrell*, K.C., and *Kenneth R. Swan*. SOLICITORS, *Bristows, Cooke & Carpmael; Jonathan Harris.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* ANNIE GOFF (Deceased). FEATHERSTONEHAUGH *v.* MURPHY AND OTHERS.** Sargant, J. 2nd March.

EVIDENCE OF DEBT—APPOINTMENT OF ALLEGED DEBTOR AS EXECUTOR—EVIDENCE OF CONTINUING INTENTION TO FORGIVE THE DEBT—RELEASE.

Where a testator wrote a letter offering a sum of £150 *to her friend, and making certain suggestions with regard to her giving her an I.O.U., and paying interest thereon, and wound up the letter as follows:—"I engage not to use the I.O.U. during your life; also not to call in the loan, but leave it with you as long as you want it, and the interest is paid," and subsequently seemed offended when the friend offered to pay the capital, and said, "I thought it would just fall into your hands when I died. The I.O.U. is in an envelope with my papers, directed to you, and when I die all you have to do is to destroy it," and finally appointed the friend her executor.*

Held, that there was a sufficient legal release of the debt by the appointment of the friend as executor, coupled with the continuing intention to release the debt.

Strong *v.* Bird (18 *Eq.* 315) *applied.*

This was a summons to determine, *inter alia*, whether a debt of £150 owing by the defendant, A. C. M. Murphy, to the testatrix, A. Goff, at the date of her death, and the interest due thereon, was released and discharged by virtue of the appointment of the said defendant as executrix of the said will or otherwise. A. C. M. Murphy was one of the executors and trustees of the will of the testatrix, A. Goff, who, on the 1st of June, 1905, by letter of that date, offered her a loan without any request from her for a loan, or suggestion that she required a loan. The letter was as follows:—"Dear Miss Murphy,—As I understand that your expenses are unusually large in consequence of Mrs. Murphy's illness, I write to say that if it would be a convenience to you I shall be happy to lend you £150 for as long as you may want it at 4 per cent. on one or two conditions. I do not require security further than the following:—First, that you would give me an I.O.U., to be used only in the case of your death before mine, so that this loan might hold the same position with regard to your property as any other debts that might be owing. Second, that in case you raise any further sums, before using any such sums you repay my loan, as I only suggest lending it in order to obviate your having to raise money in other quarters. Third, that you place a letter among your papers asking your mother and aunt, if they survive you, either to keep up the interest on the loan or to pay it off, which latter course I should prefer. Further, that you give me and your trustees a letter to the same effect, and that you place also a similar letter to the trustees at the time of your death with the letters to your mother and your aunt. I engage not to use the I.O.U. during your life, also not to call in the loan, but leave it with you as long as you want it, and the interest is paid. The interest I should like to be placed half-yearly by your trustees to my account at my bankers, Messrs. Coutts & Co. I hope this suggestion may be acceptable to you." In her evidence A. C. M. Murphy said:—Following the testatrix's said letter she advanced me the £150 therein mentioned, and I gave her an I.O.U. for the said amount, and interest at 4 per cent. The testatrix suggested the interest should be 3 per cent., but I said 4 per cent. was fair, and she gave way. About four years ago Miss Goff went abroad, and was very ill there. On her return from abroad about three years ago I offered to her to repay the capital, as I was then in funds. She appeared distressed at my offer, and stated that she didn't want the money, and said: "I thought it would just fall into your hands when I died. The I.O.U. is in an envelope with my papers directed to you, and when I die all you have to do is to destroy it." This conversation, I think, took place at 33, Cintra Park. No one else was present, I believe. After the testatrix's death, Mrs. Barrett Hamilton, her cousin, handed me the envelope directed to me in the said testatrix's handwriting containing the I.O.U., and said, "This is what you want." I had already told her the facts relating to the I.O.U., and to its having been put into the envelope, addressed to me. I destroyed the I.O.U. in accordance with Miss Goff's directions. I from time to time paid interest at the rate of 4 per cent. on the said £150 into the credit of the testatrix's banking account. The testatrix on various occasions remonstrated with me for paying the interest, and said that she did not want it. When the testatrix from time to time found the entry of payment of the interest in her pass-book she used to say, "What does this mean? I thought I had told you not to pay it?" She said this on several occasions. She also protested against my paying 4 per cent. interest, and said, if I insisted on paying interest, 3 per cent. was sufficient. I replied, "As you would get 4 per cent. from your bank, I think 4 per cent. is the proper rate." The last payment for interest made by me was down to the 13th of December, 1911. I considered that it was my duty to mention the fact of the loan to my co-executor, the above-named Richard Featherstonehaugh, and our solicitors, and accordingly did so, although I had no doubt that the debt was released. I thought that I might be liable to pay duty on the amount. On these facts the summons was taken out. Counsel for A. C. M. Murphy contended that there was no debt due by her to the estate of the testatrix, and that if there had been a debt, there was evidence of an intention to release his client: *Strong* v. *Bird* (L. R. 18 Eq. 315). The only difference in equity is that equity will not allow an executor to take advantage of his legal position: *Re Pink* (1912, 2 Ch. 536). The fact of there being more than one executor does not affect the position: *Re Stewart, Stewart* v. *McLaughlin* (1908, 2 Ch. 251).

This testimony can be acted upon. It is not quite uncorroborated: *Re Griffin* (1899, 1 Ch. 408). It is very difficult to think this debt should be enforceable only in the event of his client's death before the testatrix.

SARGANT, J., after reading the letter and the affidavit, said:—I have no doubt that either Miss Murphy did not owe the debt, or that it has been released; but on the construction of the letter the testatrix arranged that the debt would not be enforceable in the event of the testatrix predeceasing Miss Murphy. If there was a debt, it was released by appointment of her as executor, coupled with the continuing intention to forgive the debt. When the only evidence in support of a claim against a dead man is the uncorroborated evidence of the debtor, it has to be examined with scrupulous care. I entirely believe the evidence of A. C. M. Murphy in this case. *Strong* v. *Bird* (18 Eq. 4) applies. The legal release of the debt by appointment of executor, coupled with a continuing intention to release the debt, is sufficient. I hold accordingly that A. C. M. Murphy is not a debtor to the estate in the sum of £150, or any part thereof, or in any interest in respect thereof.—COUNSEL, *Bradley Dyne; Carden; Farwell; Herbert Mackey; Maconachie; Mossop; Warwick Draper.* SOLICITORS, *Hicklen, Washington, & Pasmore; Sidney Pothill; Robinson & Blaber; L. A. L. North.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

WILLIAMS *v.* **WALLIS (LIM.).** Div. Court. 27th Feb.; 2nd March.

COUNTY COURT—APPEAL—PRACTICE AND PROCEDURE—ARBITRATION UNDER AGRICULTURAL HOLDINGS ACT, 1908—AWARD—APPLICATION TO COUNTY COURT TO SET ASIDE AWARD—RIGHT OF APPEAL TO DIVISIONAL COURT—REJECTION BY ARBITRATOR OF EVIDENCE ON ISSUE—"MISCONDUCT"—AGRICULTURAL HOLDINGS ACT, 1908 (8 ED. 7, C. 28), SS. 13, 30, 43, AND SCHEDULE II.

An appeal lies to the Divisional Court on a point of law under section 120 of the County Courts Act, 1888, from the decision of a county court judge on an application to him to set aside the award of an arbitrator, on an arbitration under the Agricultural Holdings Act, 1908, on the ground of "misconduct" on the part of the arbitrator. For in such a case the county court judge is exercising his ordinary jurisdiction, and not a limited jurisdiction, created by the statute, from which there is no appeal to the Divisional Court.

If an arbitrator excludes evidence tendered on a material issue in the arbitration, that may be "misconduct," and a ground for the county court judge setting aside the award.

This was an appeal from a decision of a county court judge on an application to him to set aside an award of an arbitrator under the Agricultural Holdings Act, 1908. A farm was demised by a deed dated the 1st of June, 1906, by the respondents' predecessors in title, to the appellant Williams for seven years. By this lease the tenant covenanted to keep the premises demised "in as good and tenantable repair and condition as they now are," and to deliver them up to the lessor at the expiration of the term "in such good and tenantable repair and condition as aforesaid, and in such state and condition as shall be consistent with the due performance of the covenants herein contained." At the expiration of the lease there was an arbitration under the Agricultural Holdings Act, 1908, in which the tenant claimed from the lessor compensation for improvements, and the lessor claimed against the appellant for breaches of the above-mentioned covenants. The arbitrator made his award, but the tenant applied under the Agricultural Holdings Act, 1908, to the county court at Hereford to set aside the award on the ground of "misconduct" on the part of the arbitrator. The "misconduct" suggested by the tenant was the rejection of evidence tendered by the tenant before the arbitrator as to the condition of the premises at the commencement of the terms. Evidence was given in the county court that the arbitrator had excluded such tendered evidence, and that he had not. The deputy county court judge did not find whether the evidence had or had not been excluded, since he said that, even if it had been excluded, he was of opinion that this was not "misconduct" on the part of the arbitrator which would entitle him to set the award aside; and he refused to set aside the award. The tenant appealed to the Divisional Court. At the hearing, counsel for the lessor took the point that no appeal lay to that court.

LUSH, J.—The first question we have to consider is whether there is in this case a right of appeal at all. A landlord under the Agricultural Holdings Act, 1908, made a claim against his tenant which under that Act was referred in the ordinary way to arbitration. The arbitrator made an award, and then an application was made to the county court judge to set aside the award on the ground of misconduct on the part of the arbitrator. The question is whether the learned county court judge, in deciding that question, came to an erroneous decision in point of law, and whether section 120 of the County Court Act, 1888, applies so as to give the party who feels himself aggrieved by that decision a right of appeal. Counsel for the respondent contends that, in the special circumstances of this case, there is no right of appeal, and he bases his contention on the provisions of the Agricultural Holdings Act, 1908. He says that if you look at section 13 of that Act you will find that an arbitration under that Act is not an arbitration under the Arbitration Act, 1889, but is a form of arbitration that is created by that Act. [The learned judge read the section, and continued:] Procedure, therefore, in the case of an arbitration under this Act, is quite different from that in an ordinary arbitration. A case stated goes to the county court judge, and the decision in that court is to be final unless certain conditions are complied with; in that event the appeal does not go under section 120 of the County Courts Act, 1888, to the court, but to the Court of Appeal, under section 13 of the Agricultural Holdings Act, 1908. [And after referring to sections 30 and 43, and to the Second Schedule, paragraphs 11 and 13, of the Act of 1908, the learned judge said:] There is nothing here to suggest that the county court judge, if he is asked to set the award aside on the ground of misconduct, is exercising a limited authority or power created by the Agricultural Holdings Act, 1908. And there is nothing to shew that his decision is to be final, or to say what is to happen if one of the parties decides to appeal against his decision. And under Order 40, r. 4 (14), of the County Court Rules, subject to the special provisions of this rule, the procedure on an application is to be the same as the procedure in an action commenced in the court by plaint and summons in the ordinary way, and determined by the judge without a jury. [His lordship read the rule:] The question is whether, if the county court judge has given a decision or judgment upon an application to set aside an award on the ground of misconduct, he is acting as a county court judge in the exercise of his ordinary jurisdiction, so that section 120 of the County Courts Act, 1888, applies to his judgment, or whether he is exercising what I may call a limited jurisdiction created by the statute, to which we ought, having regard to the provisions of the statute, to annex the condition that it is not a decision to which section 120 applies. I do not think counsel for the respondent was warranted in saying that section 43 of the Act of 1908 has any bearing on the question we have to decide. The removal of an order of the county court is one thing; to appeal against an order that remains in the county court is a different thing. And when I look at this provision in the Second Schedule with regard to the setting aside of the award, I think that, notwithstanding the other provisions of the Act, the county court judge is acting in the ordinary exercise of his jurisdiction as a county court judge. And the rule I have read indicates that any judgment he gives is to be treated as a judgment given in the exercise of his ordinary jurisdiction. So, in my opinion, section 120 of the County Courts Act, 1888, applies, and an appeal lies to this court under section 120 of the County Courts Act, 1888. Counsel for the appellant tells us that the question in the county court was whether the landlord could establish that the condition which the premises were in when the tenant went out was worse than it was at the commencement of the term in 1906. The question, then, what was the condition of the premises in 1906, was vital to the issue that the arbitrator had to decide. I think it was essential for the county court judge to decide whether the arbitrator did exclude evidence tendered before him as to what was the condition of the premises in 1906. There was strong evidence before the county court judge that the arbitrator had excluded such evidence, and there was strong evidence that he had not. If the arbitrator did exclude this evidence, it follows that he declined to decide the very issue before him. I do not agree with the learned county court judge's view that this was not misconduct. Misconduct, of course, does not necessarily mean personal misconduct. If an arbitrator, for some reason which he thinks good, declines to adjudicate on the real issue before him, and, thinking that the issue before him is something other than it really is, rejects evidence which, if he had really appreciated the issue, he would have seen was vital to his decision that is within the meaning of the term misconduct—not personal misconduct, but misconduct in the hearing of the matter he has to decide, which entitles the person against whom his award is made, to set it aside. I think the judge misconceived the meaning of misconduct in this connection, and in doing so he gave an erroneous decision in point of law. There is a right of appeal here, so the case must be sent back for a new trial.

ATKIN, J., delivered judgment to the same effect.—COUNSEL, *H. G. Farrant; Geoffrey Lawrence.* SOLICITORS, *Taylor, Rowley, Lewis, & Davis*, for *David Allen & Carver*, Hereford; *Meredith, Mills, & Co.*, for *E. L. Wallis*, Hereford.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re **NEAL.** *Ex parte* **THE TRUSTEE.** Horridge, J. 10th March.

BANKRUPTCY—ORDER AND DISPOSITION—MORTGAGE OF BOOK DEBTS—RECEIVER—BANKRUPTCY OF MORTGAGEE—NOTICE OF ASSIGNMENT TO DEBTORS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 44, SUBSECTION 2 (iii.); S. 49.

The mere appointment of a receiver under an assignment of book debts, unaccompanied by notice to the book debtors, in no case operates to take such book debts out of the order and disposition of the bankrupt.

Dicta *of* Stirling, J., *in* Rutter *v.* Everett (1905, 2 *Ch. at p.* 881) *doubted.*

Motion by the trustee in the bankruptcy of A. W. Neal for a declaration that certain book debts were in the order and disposition of the bankrupt at the date of the commencement of the bankruptcy with the consent of the true owner. On the 13th of November, 1909, the bankrupt executed a mortgage of the book debts in question, and also of his leasehold business premises, and the benefit of all contracts entered into in respect of the business during the continuance of the

security, to secure a loan of £600. The mortgagee died in 1910, and his executors were the respondents to the motion. No notice of assignment was given to the book debtors by the mortgagee or his executors. On the 29th of November, 1913, the respondents appointed a Mr. Warr receiver of the debts in question under an instrument in writing of that date. The bankrupt thereupon began negotiations with the respondents with a view to a settlement, but the negotiations fell through on the 15th of December. On the 17th of December Warr, by arrangement with the bankrupt, went to take possession of the bankrupt's business premises, but found in possession a trustee under a deed of arrangement which had been executed that morning; thus the respondents had notice of an act of bankruptcy before any notice of assignment had been given to the book debtors. On the 19th of December the respondents issued a foreclosure summons against the bankrupt, and on the 20th they obtained an order appointing Warr receiver and manager of the business. He at once took possession, and gave notice of his appointment to the book debtors. On the 29th of December a receiving order was made against the bankrupt. The trustee in the bankruptcy now claimed that the book debts were in the order and disposition of the bankrupt upon the 17th of December, which was the date of the first available act of bankruptcy to which the trustee's title related back. Counsel for the trustee relied on *Re Tillet, Ex parte Kingscote* (6 Mor. 70) and *Rutter* v. *Everett* (1895, 2 Ch. 872). Counsel for the respondent contended that the case came within the *dicta* of Stirling, J. in *Rutter* v. *Everett* (at p. 881) to the effect that it is not to be inferred that it is absolutely necessary that notice of assignment of book debts should be given before the commencement of a bankruptcy, provided that the true owner of the book debts takes every possible step to obtain possession of the debts, or if his failure to obtain possession is not attributable to his own fault, *e.g.*, where too short a time intervened between the appointment of the receiver and the occurrence of the bankruptcy to enable notice to be given to the book debtors.

HORRIDGE, J., after stating the facts, continued: It seems clear law from the case of *Re Tillett* (6 Mor., 70) that, under section 44, sub-section 2 (iii.), of the Bankruptcy Act, 1883, these debts were due to the bankrupt in the course of his trade and business, and, no notice having been served on the debtors, were by virtue of that section in the order and disposition of the bankrupt at the time of his bankruptcy. That has not really been denied on behalf of the respondents, but it has been contended that they were not in the order and disposition of the bankrupt with the consent of the true owners, and in support of that contention the judgment of Stirling, J., in *Rutter* v. *Everett* was relied upon. In that case the assignee of the debts had appointed a receiver on the 9th of May, 1893, and had no notice of the act of bankruptcy committed by the assignor on the 16th of May until the receiving order was actually made on the 16th of June, and Stirling, J., in his judgment in the passage at p. 881, which begins, "This being my view of the state of the law," does intimate that, inasmuch as the assignee had commenced proceedings, which would in the ordinary course have culminated in a notice to the debtors before the act of bankruptcy, if so short a time had elapsed between the appointment of the receiver and the receiving order as in fact not to have given the assignee an opportunity of serving the notice, he would have held that the assignee, by getting the receiver appointed, had intimated the withdrawal of his consent. I have great doubts in my mind whether that passage in Stirling, J.'s. judgment is correct. My doubt is whether, when the assignee could at any time have given notice to the person owing the debt, he can be said to have taken every possible step by getting the appointment of a receiver, even in a case where the receiver has no reasonable time in which to give notice. It seems to me when once you find the goods in the order and disposition of the bankrupt at the date of the act of bankruptcy, which is the commencement of the bankruptcy, that in order to take them out of the order and disposition there must be one or other of the dispositions mentioned in section 49, and that that disposition must have been made without notice of the act of bankruptcy, and that a mere non-giving of notice, because there was not reasonable time to give it, would not be within any of the transactions which are protected by the section. However, it is the ruling of a very eminent judge, and there is no judge who knew more clearly how to express what he meant, and I should follow his ruling where the true owner of debts has taken every possible step to obtain possession of them. But I can decide this case without considering that question. Here the receiver was appointed on the 29th of November, and there was nothing then that prevented the assignees of these debts from themselves giving notice of the mortgage and of the appointment of a receiver, nor was there anything to prevent the receiver from giving that notice. Negotiations, it is true, took place with regard to the position which the assignees who had appointed the receiver were going to take up as regards the debtor, and there were disputes which occasioned the delay in *Rutter* v. *Everett*. In this case I can see no reason why notice should not have been given at any time between the 29th of November and the 17th of December. It was suggested that the receiver told the bankrupt's clerk to give notice to the book debtors and that he failed to do so. Notice to the debtor, however, does not terminate consent, nor is it necessary; withdrawal by consent must be by notification to the book debtors. In my view these book debts were within the order and disposition of the bankrupt with the consent of the true owners, and the trustee is entitled to all the debts which had been earned by the bankrupt at the commencement of the bankruptcy, but not to debts arising out of work done by the receiver after he entered into possession.—COUNSEL, *E. W. Hansell; G. H. Devonshire.* SOLICITORS, *Rawle, Johnson & Co.; Bartlett & Gregory.*

[Reported by P. M. FRANCES, Barrister-at-Law.]

New Orders, &c.

The County Court Rules, 1914.

ORDER L.

PROCEEDINGS UNDER ACTS CONFERRING JURISDICTION ON THE COURTS.

The Pilotage Act, 1913, *Section* 28 (*continued*).

(*Continued from page* 519.)

39. *Order L., Rule* 25.—(1) *Statement by pilotage authority.*—The pilotage authority shall, five clear days at least before the day fixed for the hearing of the petition, or, where short service is accepted, within such reasonable time before the day fixed for the hearing as such short service will allow, file with the registrar a statement showing the exact particulars of their action in the matter which forms the subject matter of the appeal and the grounds thereof; and they shall file a copy of the statement for the use of the judge and deliver a copy to the appellant.

(2) *Where pilot has been charged in criminal court.*—If the action of the pilotage authority was in respect of an offence with which the appellant has been charged in any court of criminal jurisdiction, the pilotage authority shall add to the statement full particulars of the hearing of such charge or (if the charge is not already disposed of) of the proceedings taken thereon.

(3) *Where statement not filed.*—In case of non-compliance with the two last preceding paragraphs, and of the appellant not consenting at the hearing to dispense therewith, the judge may, on such terms as he may think fit, adjourn the hearing to enable the pilotage authority to file and deliver such statement..

40. *Order L., Rule* 26.—(1) *Selection of assessor.*—The assessor shall be selected from the court list of Admiralty assessors, or from any list which may be framed by or on the requirement of the Secretary of State of persons willing to act as assessors on appeals under the said section to a metropolitan police magistrate or stipendiary magistrate having jurisdiction within the port for which the pilot is licensed; or the judge may, if he thinks fit, select as assessor any other person of nautical and pilotage experience.

(2) *Notice of selection.*—The registrar shall send to each party to the appeal a notice stating the name and address of the assessor selected, and each party shall as soon as may be after the receipt of the notice inform the registrar in writing whether or not he accepts the assessor so selected.

(3) *Objections, and hearing thereof.—Forms* 449, 450.—*Costs.*—If any party does not accept the assessor so selected, he shall as soon as may be after the receipt of the notice inform the registrar in writing of his non-acceptance and of the reason thereof, and he may give the names and addresses of any persons from whom he is willing that an assessor should be selected. The judge on receipt from the registrar of notice of non-acceptance shall fix a time and place for hearing the objection and selecting an assessor. The objection may be heard before the judge acting under the powers conferred on him by section nine of the County Courts Act, 1888, and notice of the time and place for hearing the objection shall be given to all parties interested. On the hearing such order shall be made as the judge shall think just, and any costs occasioned by the objection or consequent thereon may be ordered to be paid by the party objecting.

(4) *Summoning of assessor.—Form* 451.—When the assessor is selected the registrar shall send to him by post a summons according to the form in the Appendix.

(5) *Remuneration of assessor.*—The remuneration of the assessor shall be at the rate of two guineas for each day's attendance, together with any allowance for expenses which the judge may order; and such remuneration shall be considered as costs of the appeal.

41.—*Order L., Rule* 27.—*Evidence.*—Unless by consent or otherwise ordered, only oral evidence shall be admitted at the hearing of the appeal.

(2) *Depositions taken before Court of Summary Jurisdiction.*—Provided that in the case referred to in Rule 25, paragraph 2, depositions taken before a court of summary jurisdiction in respect of an offence with which the appellant has been charged shall be admissible as evidence at the hearing of an appeal against a decision arising from the same offence.

(3) *Production of proceedings before pilotage authority.*—Either party may by *subpœna duces tecum* compel the production of all the proceedings (including the evidence) taken before the pilotage authority.

42. *Order L., Rule* 28.—(1) *Extension time for appealing and for serving documents.*—The judge may extend the time for filing a petition of appeal or for serving any notice under these rules upon such terms (if any) as the justice of the case may require, and any such extension may be ordered although the application for the same is not made until after the expiration of the time allowed under these rules.

(2) *Amendment of petition or statement.*—The judge may at any stage of the proceedings allow the amendment of the petition or of any statement under these rules, upon such terms as the judge may think right.

43. *Order L., Rule* 29.—(1) *General provisions as to procedure on appeal.*—Subject to the special provisions of these rules, the procedure on an appeal shall be the same as the procedure in an action commenced in the court by plaint and summons in the ordinary way, and determined by the judge without a jury; and the statutory provisions and rules for the time being in force relating to such actions shall with the necessary modifications apply accordingly: and in the application of such provisions and rules the petition of appeal shall be deemed to be a summons with particulars annexed, the day fixed for the hearing shall be deemed to be the return day, and the appellant and respondents shall be deemed to be plaintiff and defendants respectively.

(2) *Order on appeal.*—The order of the judge on any appeal shall be prepared and settled and signed by the registrar, and shall be sealed and filed, and copies thereof shall be served on all parties affected thereby in accordance with Order XXIII., Rule 7: and such order shall be enforceable in the same manner as a judgment or order of the court.

(3) *Costs.*—The costs of and incidental to an appeal shall be borne in such manner and taxed on such scale as the judge shall direct; and in default of such direction they shall be taxed under Column B of the higher scale of costs in use in the county courts.

ORDER LII.

Fines, &c.

Order LII., Rules 6 and 7*a*, are hereby annulled, and the following rules shall stand in lieu thereof, viz. :—

44. *Order LII., Rule* 6.—*Order fining juror, and enforcement thereof. —Forms* 127, 145, 146.—An order under section one hundred and two of the Act imposing a fine for non-attendance on a person summoned as a juror shall be according to the form in the Appendix: and payment of such fine may be enforced, upon the order of the judge, pursuant to section one hundred and sixty-seven of the Act, by warrant of execution according to the form in the Appendix.

45. *Order LII., Rule* 7*a*.—*Time for payment of fine on juror or witness.*—An order imposing a fine under section one hundred and two or section one hundred and eleven of the Act may direct payment to be made either forthwith, or within a specified time, or by instalments.

46. *Order LII., Rule* 7*b*.—(1) *Notice to show cause before fining juror or witness.*—Before imposing a fine under section one hundred and two or section one hundred and eleven of the Act, the judge may, if he thinks fit, direct the registrar to give notice by post to the person liable to such fine that if he has any cause to show why a fine should not be imposed on him he may show such cause in person or by affidavit or otherwise on a day to be named in the notice. The day to be so named shall be a day within fourteen days from the date of the notice on which the court will sit, or, if there is no court to be held within that time, the day fixed for the next sitting of the court.

(2) *Order where cause shown.*—On the day named the judge, after considering the cause (if any) shown, may make such order, either imposing a fine or excusing the person summoned for his non-attendance, as he shall think just in the circumstances of the case.

The following rules shall stand as Order LII., Rules 11 and 12, viz. :—

47. *Order LII., Rule* 11.—Where a fine is imposed under section one hundred and two or section one hundred and eleven of the Act without notice being given under Rule 7*b* of this Order, the following provisions shall apply, viz. :—

(*a*) *Notice to juror or witness to show cause why fine should not be enforced.*—The judge may, if he thinks fit, before making an order for the enforcement of the fine, direct the registrar to give notice by post to the person on whom the fine has been imposed that if he has any cause to show why the fine should not be enforced he may show such cause in person or by affidavit or otherwise on a day to be named in the notice, such day to be fixed in accordance with paragraph (1) of Rule 7*b* of this Order; and

(*b*) *Order where cause shown.*—If the person on whom the fine has been imposed shows cause why it should not be enforced, either pursuant to notice given under the last preceding paragraph, or without such notice having been given, the judge, after considering the cause shown, may make such order, either directing the fine to be enforced wholly or in part, or directing that it shall not be enforced, as he shall think just in the circumstances of the case.

48. *Order LII., Rule* 12.—*Repayment of fine with consent of Treasury.*—If in any case after a fine has been paid the person on whom it was imposed shows cause which satisfies the judge that if such cause had been shown at an earlier date he would not have imposed a fine, or would have imposed a smaller fine, or would not have ordered payment or full payment to be enforced, the judge may, if he thinks fit, direct the registrar to report the matter to the Treasury; and he may, with the consent of the Treasury, order the fine, or any part thereof, to be repaid.

ORDER LIII.

Costs and Allowances to Witnesses.

Taxation.

49. *Order LIII., Rule* 1*c*.—*Amendment of higher scale of costs.*—The following alterations and additions shall be made in and to the higher scale of costs, viz. :—

(*a*) Items 12, 27 and 78 shall be read as if the following sums were inserted opposite to such items respectively, viz. :—

	A.	B.	C.
	£ s. d.	£ s. d.	£ s. d.
12.	0 1 6	0 2 0	0 2 6
27.	0 3 4	0 6 8	0 6 8 to 0 10 0
78.	0 5 0	0 6 8	0 6 8 to 0 10 0

(*b*) Item 17 shall be read as follows, viz. :—

—	A.	B.	C.
	£ s. d.	£ s. d.	£ s. d.
17. When substituted service ordered, or order made giving liberty to proceed as if personal service had been effected, in addition, to include all cost of attendance, making appointment to serve, drawing, engrossing, and attending to swear and file all affidavits, and to obtain order, and the fees paid for oaths, but not to include the registrar's fee for the order, not exceeding ...	0 10 0	1 0 0	1 5 0

(*c*) The following item shall stand as item 59*a*, viz. :—

—	A.	B.	C.
	£ s. d.	£ s. d.	£ s. d.
59*a*. Attending witness, arranging attendances without subpœna	0 2 6	0 3 4	0 5 0

(*d*) *Additional costs under Column A. Expert and scientific witnesses.*—Column A of the higher scale of costs shall be read as if the sums specified in the Appendix were inserted therein opposite the several items enumerated in the said Appendix; and where costs are taxed under that column, the judge may, by special order made in accordance with Rule 7 of this Order, allow for expert and scientific witnesses the whole or part of such sums as may be allowed under Rule 43 of this Order where costs are taxed under Column B.

(*e*) *Costs of affidavit of service may be entered on summons to be served by solicitor.*—Where service of an ordinary summons, a successive ordinary summons, or a default summons is to be effected by a solicitor, item 39 in the higher scale of costs may be entered on the summons in addition to the items mentioned in Part (4) of the scales.

Allowance of Costs by Judge.

50. *Order LIII., Rule* 3*a*. *Amendment of Order LIII., Rule* 8.—Order LIII., Rule 8 (Rule 23 of the County Court Rules, 1913), is hereby amended as follows, viz. :—

(*a*) Paragraph 1 shall be read as if the words "in which costs are taxed under Column B or Column C" were omitted therefrom.

(*b*) Paragraph 2 is hereby annulled, and the following paragraph shall stand in lieu thereof, viz. :—

(2) Where costs are taxed under Column C, the fees allowable under items 28 and 70 to 73 may, in cases in which there is a real contest, or the judge certifies under section one hundred and nineteen of the Act, be increased, at the discretion of the registrar, subject to review by the judge, or by special order of the judge, to any sums not exceeding the following, that is to say :—

Items 28 and 70 may be increased to £5 5*s*.
Items 71 to 73 may be increased to £3 3*s*.

As to Scale.

Order LIII., Rule 17, is hereby annulled, and the following rule shall stand in lieu thereof, viz. :—

51. *Order LIII., Rule* 17. *Where plaintiff recovers less than claim.*—Where the demand is unliquidated, and the plaintiff recovers less than the amount claimed, the judge may, if he thinks fit, order that his costs be taxed on the scale applicable to the amount claimed, or any intermediate scale, and that the court fees recoverable by the plaintiff shall be calculated on the amount claimed, or on any smaller amount.

Order LIII., Rule 19, is hereby annulled, and the following rule shall stand in lieu thereof, viz. :—

52. *Order LIII., Rule* 19. *Fees where party recovers less than his claims.*—Subject to the provisions of Rule 17 of this order, where the plaintiff or defendant recovers less than the amount of his claim or counterclaim, so as to reduce the amount of court fees recoverable by him, he shall pay the difference.

ORDER LIV.

General Provisions.

Order LIV., Rule 6, and Form 352, are hereby annulled, and the following rule, and Form 352 in the Appendix, shall stand in lieu thereof, viz. :—

53. *Order LIV., Rule* 6.—(1) *Change of solicitor. Notice.*—Subject to the provisions of section seventy-two of the Act prohibiting the retainer of a solicitor as an advocate by the solicitor acting generally in an action or matter for any party, any party who acts by solicitor may, before or after judgment, change his solicitor without any order for that purpose. When any such change is made forty-eight hours' notice in writing of such change shall be given to the registrar and to the other parties to the action or matter, or to the solicitors, if any, acting for them, and of the name or firm and place of business of the new solicitor, according to the form in the Appendix (Form 352), and the registrar shall file the notice given to him; but until such notice is filed and a copy thereof served, the former solicitor shall be deemed to be the solicitor of the party.

(2) *Taxation of costs in case of change of solicitor.*—Where any party has changed his solicitor and given notice of such change in accordance with this rule, the costs allowed to such party shall, unless any solicitor previously employed claims to have his costs taxed separately, be included in one bill and taxed by the solicitor last employed by such party; and money paid into court in respect of such costs shall be paid out in accordance with Order IX., Rules 21 and 22.

(3) If any solicitor previously employed claims to have his costs taxed separately, he shall bring in a separate bill, which shall be taxed with the bill of costs brought in by the solicitor last employed, and in any such case the costs of drawing the bills and attending taxation, and the fees on taxation, shall be allowed and charged as if the whole amount of costs had been included in one bill, and shall be apportioned between the several bills as the registrar shall direct; and money paid into court in respect of costs shall, if any question arises as to the application thereof, be paid out to such persons and in such proportions as the court, on application made by any party interested on notice to the other parties interested, shall direct.

Order LIV., Rule 13, is hereby annulled, and the following rule shall stand in lieu thereof, viz. :—

54. *Order LIV., Rule* 13. *Filing of documents and copies for service.*—Subject to the provisions of these rules as to the filing of particulars, where any documents are directed to be filed they shall be filed with the registrar, together with as many copies as there are parties to be served, with the names and addresses and occupations or descriptions of such parties, and, where so required by any of these rules, an additional copy for the use of the judge.

APPENDIX.

Forms.

6 instead of 6.

Præcipe for Ordinary Summons.

Order V., Rules 4-7, 12.

In the County Court of holden at
No. of Plaint

To be served by

If the claim exceeds £2 two copies of the Plaintiff's accounts or particulars of claim are required before a Summons can be issued, and if there are two or more defendants to be served, two additional copies for each additional defendant.

Plaintiff's Names in full, Residence or Place of Business, with No. of House.	
Occupation or Description... ...	
If Plaintiff is an Infant required to sue by a next friend, state that fact, and Names in full, Residence or Place of Business, and Occupation or Description of Next Friend.	
If Plaintiff is an Assignee, state that fact, and Name Address, and Description of Assignor.	
If the Plaintiffs are Copartners suing in the Name of their Firm, add	(Suing as a Firm.)

Defendant's Surname, and (where known) his Names in full; his Residence or Place of Business, and (where known) name of street and No. of House.	
Whether male or female and (if known) whether of full age or not, and, if female, whether married, single, or a widow.	
General Occupation or Description	
If the Defendants are sued as Copartners in the Name of their Firm, or a Person carrying on Business in a Name or Style other than his Firm Name is sued in such Name or Style, add	(Sued as a Firm.)
If a Company registered under the Companies (Consolidation) Act, 1908, is Defendant, give address for service, and describe it as "being the registered office of the Company."	

Amount Claimed ...	£	s.	d.	Solicitor's Costs ...	£	s.	d.

What the claim is for—

Solicitor's Name and Address:

7 instead of 7.

Præcipe for Default Summons.

Order V., Rules 4 6, 9, 12.

In the County Court of holden at
No. of Plaint

To be served by

If the claim exceeds £2 two copies of the Plaintiff's particulars of claim are required before a Summons can be issued, and if there are two or more defendants to be served, two additional copies for each additional defendant.

Plaintiff's Names in full, Residence or Place of Business, with No. of House.	
Occupation or Description... ...	
If Plaintiff is an Infant required to sue by a next friend, state that fact, and Names in full, Residence or Place of Business, and Occupation or Description of Next Friend.	
If the Plaintiffs are Copartners suing in the Name of their Firm, add	(Suing as a Firm.)

Defendant's Surname, and where known) his Names in full; his Residence or Place of Business, and (where known) name of street and No. of House.	
Whether male or female and (if known) whether of full age or not, and, if female, whether married, single, or a widow.	
Occupation or Description	
If the Defendants are sued as Copartners in the Name of their Firm, or a Person carrying on Business in a Name or Style other than his Firm Name is sued in such Name or Style, add	(Sued as a Firm.)
If a Company registered under the Companies (Consolidation) Act, 1908, is Defendant, give address for service, and describe it as "being the registered office of the Company."	

Amount Claimed ...	£	s.	d.	Solicitor's Costs ...	£	s.	d.

What the claim is for—

Solicitor's Name and Address.

Order III., Rule 17*a*.

Notice to be Posted in Registrar's Office as to Actions against Partners or Persons Carrying on Business in Names other than their Own.

ACTIONS AGAINST PARTNERS OR PERSONS CARRYING ON BUSINESS IN NAMES OTHER THAN THEIR OWN.

Notice.—Where a person intends to issue process against persons

carrying on business as partners, or against a person carrying on business in a name other than his own, he should so inform the court officials at the time of applying for the process to issue, in order that the proceedings may be issued in the proper form.

8 (1) INSTEAD OF 8 (1).

51 & 52 *Vict.*, *c.* 43, *s.* 74. *Order V., Rule* 13 (2).

AFFIDAVIT FOR LEAVE TO ISSUE ORDINARY SUMMONS AGAINST DEFENDANT OUT OF THE DISTRICT.

I, (1)
(1) Name, residence, and occupation of deponent.
make oath and say as follows :—

[*Where the demand is for a debt or liquidated claim.*]

1. That (2)
(2) Name, residence, and occupation of proposed defendant.
is justly and truly indebted to me [*or* to (3)
(3) Name, residence, and occupation of proposed plaintiff.
in the sum of £ for the price of goods sold [*or* for money lent, *or as the case may be*].

[*Or where the claim is unliquidated.*]

1. That I [*or* (3)
(3) Name, residence, and occupation of proposed plaintiff.
claim [*or* claims] to be entitled to recover from (2)
(2) Name, residence, and occupation of proposed defendant.
the sum of £ for damages for breach of contract [*or as the case may be*].

[*Where residence, &c., within six months relied on.*]

2. That the proposed Defendant within six months from the date hereof dwelt [*or* carried on business] within the district of this Court, that is to say, at in the county of

[*Or where cause of action or part relied on.*]

2. That the cause of action in respect of which the proposed Defendant is proposed to be sued arose wholly or in part at in the county of within the district of this Court.

That the facts relied on as constituting the alleged cause of action or a part thereof are, that the order for the goods for the price of which [*or* for non-acceptance of which, *or as the case may be*]

an action is proposed to be brought was given at , in the county of , within the district of this Court [*if given by post, add,* by an order [*or* a letter] addressed to me [*or* to the proposed Plaintiff] and purporting to be signed by the proposed Defendant [*or* on behalf of the proposed Defendant by a member of his household [*or* a person in his employ] [*or* that the proposed Defendant assaulted me [*or* the proposed Plaintiff] at in the county of within the district of this Court, *or as the case may be.*

[*Where an assignee of a debt applies for leave, add paragraph according to Form* 8 (2).]

3. *To be added where proposed plaintiff does not make the affidavit.* —And I further say that I am a person in the employ of the proposed Plaintiff [*or as the case my be*],

and that the facts herein deposed to are within my own knowledge, and that I am duly authorised by the proposed Plaintiff to make this affidavit.

Order to be placed at the foot.

I do order that the above-named be at liberty to enter a plaint in this Court against the above-named

Registrar.

8 (2) INSTEAD OF 8 (2).

PARAGRAPH TO BE ADDED WHERE THE PROPOSED PLAINTIFF IS ASSIGNEE OF A DEBT.

Order V., Rule 13 (3).

2A. That the debt for which an action is proposed to be brought was originally contracted by the proposed Defendant with *G.H.* (4)
(4) Name, residence, and occupation.
of , and was absolutely assigned to me [*or* to the proposed Plaintiff], by an assignment dated the day of , and made between the said *G.H.* [*or* , the trustee in the bankruptcy of the said *G.H.*, *or as the case may be*]

of the one part, and me this deponent [*or* the proposed Plaintiff], of the other part, and on or about the day of express notice in writing of such assignment was given to the proposed Defendant.

8A INSTEAD OF 8B AND 8C.

AFFIDAVIT FOR LEAVE TO ISSUE ORDINARY SUMMONS OUT OF THE DISTRICT AGAINST DEFENDANT WHO IS A DOMESTIC OR MENIAL SERVANT, A LABOURER, A SERVANT IN HUSBANDRY, A JOURNEYMAN, AN ARTIFICER, A HANDICRAFTSMAN, A MINER, OR A PERSON ENGAGED IN MANUAL LABOUR.

51 & 52 *Vict.*, *c.* 43, *s.* 74. *Order V., Rule* 13 (10).

I, (1)
(1) Name, residence, and occupation of deponent.
make oath and say as follows :—

[*Where the demand is for a debt or liquidated claim.*]

1. That (2)
(2) Name, residence, and occupation of proposed defendant.
is justly and truly indebted to me [*or* to (3)
(3) Name, residence, and occupation of proposed plaintiff.
] in the sum of £ for the price of goods sold [*or* for money lent, *or as the case may be*].

[*Or where the claim is unliquidated.*]

1. That I [*or* (3)
(3) Name, residence, and occupation of proposed plaintiff.
] claim [*or* claims] to be entitled to recover from (2)
(2) Name, residence, and occupation of proposed defendant.
the sum of £ for damages for breach of contract [*or as the case may be*].

[*Where an assignee of a debt applies for leave, add paragraph according to Form* 8 (2).]

[(A.) *Where residence in the district relied on as ground for granting leave.*

2A. That the proposed Defendant within six months from the date hereof dwelt within the district of this Court, that is to say, at in the county of , and was dwelling within the district of this Court, that is to say, at in the county of , when the debt or part thereof was contracted [or the cause of action wholly or in part arose].

[*To be concluded.*]

Rules of the Supreme Court.

(POOR PERSONS), 1914.

The new rules (O.16. rr. 22-31A.) will come into force on the 9th of June.

Lists are now being prepared of solicitors and counsel willing to inquire and report, and assist in the conduct of proceedings, in accordance with rule 23 (1) and (2).

Solicitors and counsel willing so to act are requested to send their names and addresses to the London Prescribed Officers (Poor Persons), or to the Registrar of the High Court for any District Registry within which they practise.

Societies.

The Law Society.

The President (Mr. Walter Trower), the Vice-President (Sir Charles Longmore, K.C.B.), and the Council of the Law Society entertained the following guests at dinner at the Society's Hall on the night of the 7th inst. :—

Viscount Helmsley, Lord Barnard, Lord Parker, Lord Parmoor, the Hon. Gerald Liddell, Lord Justice Buckley, Lord Justice Kennedy, Lord Justice Pickford, Sir Robert Finlay, Sir John Edge, K.C., Mr. J. H. M. Campbell, K.C., M.P., Sir Edward Poynter, Sir Kenneth Muir-Mackenzie, K.C., Mr. Alwyn Parker, Mr. Charles Ballance, Mr. Stanley Baldwin, M.P., the Hon. Frank Russell, K.C., Dr. Edwin Freshfield, Mr. William Finlay, Mr. Hamilton Fulton, Mr. A. M. B. Bremner, Mr. E. T. Atkinson, K.C., Mr. J. M. Moorsom, K.C., Mr. P. Ogden Lawrence, K.C., Mr. E. M. Pollock, K.C., M.P., Mr. A. C. Clauson, K.C., Mr. Mark L. Romer, K.C., Mr. Albert Gray, K.C., Mr. E. H. Bailey, Mr. A. Bathurst, Mr. Ernest Bird, Mr. J. F. Burton, Mr. J. W. C. Frere, Mr. W. W. Gibson, Mr. R. L. Harrison, Mr. L. W. N. Hickley, Mr. R. M. Wood, Mr. Samuel Willcox, Mr. Ernest F. Dent, Mr. W. R. Phelips, Mr. E. W. Williamson, Mr. J. G. Metcalfe, Mr. A. Clive Lawrence, Mr. R. W. E. L. Poole, Mr. A. O. Jennings, Mr. F. F. Smith, Mr. A. L. Lowe, Mr. E. V. Longstaffe, Mr. F. W. Haselfoot, Mr. J. R. Pullon, Mr. J. A. Hamnett, Mr. A. M. Latter, Mr. N. H. Baynes, Mr. W. C. Cleveland-Stevens, Mr. Alfred V. Frere, Mr. Hugh Chisholm, the Rev. H. R. Gamble, Mr. F. J. Synge, Mr. W. W. Marks, Mr. H. F. Nicholl, and Mr. W. M. Sinclair.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery lane, on the 13th inst., present, Mr. W. Arthur Sharpe in the chair, and Messrs. S. P. B. Bucknill, W. Cheesman (Hastings), T. S. Curtis, A. Davenport, W. Dowson, C. Goddard, J. R. B. Gregory, L. W. N. Hickley, C. G. May, M. A. Tweedie, R. W. Tweedie, and W. M. Walters. Grants to the amount of £580 were made to poor and deserving cases, twenty-six new members were admitted, and other general business transacted.

Law Association.

The usual monthly meeting of the directors was held on Thursday, the 7th of May, Mr. W. P. Richardson in the chair. The other directors present were: Mr. T. H. Gardiner (treasurer), Mr. C. F. Leighton, Mr. P. E. Marshall, Mr. Mark Waters and the secretary (Mr. E. E. Barron). A sum of £105 was voted in relief of deserving cases; three new life members and two annual subscribers were elected. The annual general court was fixed to be held at the Law Society's Hall on Wednesday, the 27th inst., at two o'clock, and other general business was transacted.

United Law Society.

The annual meeting of the above society was held on Monday, the 11th of May, at 3, King's Bench-walk, Temple, E.C. The following officers were elected for the session 1914-15:—Chairman, Mr. R. Turnbull; vice-chairman, Mr. W. H. Godfrey; secretary, Mr. C. P. Blackwell; treasurer, Mr. H. S. Wood-Smith; reporter, Mr. Arthur Wrinch. The following gentlemen were elected to form the committee:—Messrs. S. E. Redfern, Sydney Ashley, T. Hynes and W. D. Coleridge. Messrs. J. Ball and T. Jamieson were elected as auditors. A vote of thanks to Mr. N. T. Tebbutt for taking the chair at the meeting, proposed by Mr. S. E. Redfern, and seconded by Mr. J. R. Yates, was carried unanimously.

The Union Society of London.

The twenty-fifth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 13th of May, 1914, at 8 p.m. The president was in the chair. Mr. Gallop moved: "That this House would welcome the complete fusion of both branches of the legal profession." Mr. Bright opposed. There also spoke:—Mr. Leigh Lemon Mr. Harvey, Mr. Ambrose, Mr. Batten, Mr. Barclay, Captain Teague, Mr. Landers, Mr. Morden. The motion was lost.

The Auctioneers' Institute.

The twenty-eighth annual dinner of the Auctioneers and Estate Agents' Institute of the United Kingdom was, says the *Times*, held on the night of the 7th inst. at the Hotel Cecil. Mr. B. I'Anson Breach (president) occupied the chair, and among the guests were Lord Blyth, Lord Alexander Thynne, M.P., the Hon. Eustace Fiennes, M.P. (chairman of the Central Chamber of Agriculture), Sir Sidney Olivier (Secretary of the Board of Agriculture and Fisheries), Mr. Justice Shearman, Sir Robert Buckell, Sir Howard Frank, Sir Homewood Crawford, Mr. James Boyton, M.P., Mr. Rigby Swift, K.C., M.P., and Mr. Davison Dalziel, M.P.

Mr. W. H. Wells (member of the council), in proposing the toast of the "Imperial Parliament," alluded to the Duke of Marlborough's recent holding of an auction of his land in person, and said he would be disclosing no secrets if he said that the duke had not passed their examinations; but if he made application for admission to their institute under the practice rules, his qualifications would have the most careful consideration.

Mr. Rigby Swift, K.C., M.P., in responding, said he could assure them that all rivalry with their vocation would be confined to the Upper House. The House of Commons had no intention whatever of interfering with the legitimate exercise of the properly licensed parties.

At the annual meeting Mr. B. I'Anson Breach said their membership had reached a total of 2,960, and the examination candidates this year numbered 343. The council had decided to establish a scholarship at Cambridge of the yearly value of £80, tenable for three years.

The council considered that there should be some protection given by the Legislature to those who were practising as auctioneers, estate agents, and valuers. A Bill had been tabled in the House of Commons; there was little hope that it would be passed during this or the next session, but they were going on with it until they were absolutely beaten or until they won.

Mr. W. R. Peck (past president) criticized the Registration Bill as putting the institute on a level with moneylenders, babies' homes, and night clubs. The Bill only aimed at preventing competition and keeping up fees.

Lord Alexander Thynne, M.P., proposed the toast of the evening and alluding to the Duke of Marlborough, said that he thought the duty which had been entrusted to him might have been discharged with greater propriety by one who occupied a more prominent position in the political world and whose auctioneering at Oxford had commanded the applause, if not the wonder, of a bewildered people. He congratulated the institute on its success during the year. He expressed a hope that before very long the institute would have a Royal Charter, to which they were certainly entitled.

The President said the institute now had fourteen branches, not the least of these being the youngest in Belfast, with more than fifty members in the north of Ireland. The institute had grown very rapidly, and the membership was close on 3,000. It was a matter for congratulation that they were able to carry forward £1,109 to the credit of the year, and to bring their balance up to £15,231 as their available assets. Their examinations had become increasingly popular, and a month ago there were 343 candidates, an increase of 140 over last year. The council was vigilant with regard to the land question, and it was their earnest wish that in the near future they might see some rational settlement of that burning question. Then those who owned property, whether it be urban or rural, would be in a position of less uncertainty than in the past, and there might be once more a happier state of affairs in the estate market, where enormous sums were invested, and where depreciation, owing to threats from legislative quarters, had resulted in terrible losses and in many cases ruin. With regard to registration, the Bill had the approval and support of their members.

Mr. John Turton Woolley (Woolley & Wallis, Salisbury) was on the 8th inst. elected president of the Auctioneers and Estate Agents' Institute, in succession to Mr. B. I'Anson Breach (Messrs. Farebrother, Ellis, & Co.), whose year of office had expired.

The Work of the Tower Division.

At the Connaught Rooms, on the 7th instant, the Justices of the Tower Division entertained at dinner Mr. Edward Smith, J.P., L.C.C., the chairman of the division, and Mr. E. W. Beal, clerk of the division, and his son, Mr. R. E. Bruce Beal, who has been assistant clerk since 1901. The chair was taken by Mr. A. J. Lawrie, deputy-chairman of quarter sessions, in the absence, through illness, of Mr. R. Wallace, K.C., chairman of quarter sessions. Forty-five Justices of the division were present, including Mr. W. Pearce, M.P. for Limehouse, Mr. A. W. Yeo, M.P. for Poplar, and Mr. A. O. Goodich, deputy-chairman of the L.C.C. After the usual loyal toasts the health of Mr. E. Smith, who was appointed chairman in 1906, was proposed by Mr. Lawrie, who spoke of Mr. Smith's many activities in public life, and the good work done by him on the London County Council and at quarter sessions, and as chairman of the London Standing Joint Committee, which had charge of the arrangements for the provision of the new Sessions House about to be erected at Newington. Mr. Lawrie also referred to the high regard and esteem in which Mr. Smith was held by all who knew him.

Mr. Smith, in responding, gave some interesting particulars of the work of the division. The area in statute acres is 8,786, and the population, according to the census of 1911, is 903,289. Between the years 1905-1913, 221 licensed houses were closed and compensation paid to the amount of over £291,775. In addition to these, 95 licences have lapsed from various causes, such as street improvements and want of trade, or been taken away for misconduct, making a total of 316 licences extinguished. There were on the register in March last 1,889 licensed houses. The number of transfers made each year is on an average about 550. Proposals to alter or rebuild licensed houses were considered by the justices in respect of 59 houses in the year 1913, and most of these houses were viewed by local committees, and were again viewed upon the alterations or rebuilding being completed. In addition to the licensing work, the justices hold petty sessions in four different parts of the division, at intervals of about a fortnight in each place, to hear summonses under the Elementary Education Acts and other matters affecting children. In the year 1913, 2,334 summonses were issued, and 57 sittings held. At Hackney, for some time past, two courts have been held at the same time. Much other work is done by individual justices, such as the hearing of rate summonses in the town halls of the five metropolitan boroughs in the division, the adjudication of pauper lunatics and of private patients, the granting of certificates of various kinds, and taking declarations.

The health of Mr. E. W. Beal, the clerk of the division, and of his son, Mr. Bruce Beal, was proposed by Mr. James Parsons, the deputy-chairman of the division. Mr. E. W. Beal was appointed clerk of the division in 1889, and he has consequently seen twenty-five years' service. Both these gentlemen responded to the toast. The health of Mr. Lawrie was proposed by Mr. Busby Bird. The health of the committee who had charge of the arrangements for the dinner was proposed by Mr. Wm. Pearce, M.P., and was responded to by Mr.

Busby Bird, Mr. A. W. Yeo, M.P., and Mr. Henry Harris. Songs were given by Mr. Montague Syrett and Mr. Rex Harold. The following Justices were present:—J. Bussey, H. B. Bird, A. P. Barnard, J. Branch, E. B. Buck, H. T. A. Chidgey, W. Clarkson, M. C. Corner, H. Clogg, A. Clarke, Colonel H. Coningham, V.D., T. Chapman, J. Davies, M.D., E. Dottridge, A. A. Davis, H. G. Erith, C. E. Fox, T. W. Francis, A. O. Goodrich, H. Grant, W. Hammer, T. Hoskin, W. Hasted, G. A. Hasmeer, H. Harris, M. Moses, E. W. McCullum, H. Marks, G. Nokes, T. O'Grady, J. Parsons, E. T. Pearce, W. Pearce, M.P., J. F. Porter, M.D., S. G. Porter, T. Pearce, W. T. Smither, A. Syrett, A. H. A. Saunders, J. F. Sheehan, J. R. Spurling, H. T. Sawell, F. Thorne, A. W. Yeo, M.P. A number of Justices were at the last minute prevented from attending through illness and other causes, including:—J. O. Adams, M.D., G .B. Bate, M.D., G. F. Brady, Walter Hunter, B. S. Straus, L. Whitemore.

Law Students' Journal.

Council of Legal Education.—The next examination for the Barstow Scholarship will be held on the 18th and 19th of December, 1914, in the Middle Temple Hall. The examination is open to all members of an inn of court who have passed the final bar examination and have not been called to the bar. The scholarship is tenable for two years, and the holder is entitled during that period to half the net income of the trust fund, which now consists of £4,927 4s. 2d. Consols. No scholarship will be awarded unless the Council is satisfied with the standard of the answers given. The examination will consist of papers in Jurisprudence, International Law, The Conflict of Laws (otherwise Private International Law), and Constitutional Law and Legal History. Every candidate must enter his name in full, either personally or by letter, at the office of the Council, 15, Old-square, Lincoln's-inn, W.C., on or before Monday, the 7th day of December next.

Law Students' Debating Society.—At a meeting of the society, held at the Law Society's Hall, Chancery-lane, W.C., on the 5th of May, 1914 (Mr. W. S. Jones in the chair), the subject for debate was: "That the case of *Stocks* v. *Wilson* (1913, 2 K. B. 235) was wrongly decided." Mr. H. K. Turner opened in the affirmative, Mr. E. C. Chancellor seconded in the affirmative; Mr. A. Y. Annand opened in the negative, Mr. H. N. S. Heath seconded in the negative. The following members also spoke:—Messrs. C. R. Dawkins, M. C. Batten, W. M. Pleadwell, and H. E. Girling. The motion was lost by three votes.

Legal News.

Appointments.

Mr. Beaumont Morice, LL.B., has been appointed to be Stipendiary Magistrate for Bradford in place of Mr. H. W. W. Wilberforce, who has been appointed a Metropolitan Police Magistrate. Mr. Morice is Recorder of Hythe and counsel for the Mint. He was called at the Middle Temple in 1877.

The King of Denmark, at the reception at the Danish Legation, conferred upon Mr. Edward J. Stannard, of the firm of Messrs. Stannard & Bossanquet, of Eastcheap-buildings, 19, Eastcheap, E.C., the Order of a Knight of Dannebrog. Mr. Stannard, who was admitted in 1885, has been solicitor to the Danish Government and a honorary solicitor to the Danish charities for the past five and twenty years in England.

Changes in Partnerships.

Admission.

Messrs. Wrentmore & Son, of 29, Bedford-row, London, W.C., have taken into partnership M. C. F. Rowlands. As the present member of the firm and his father and grandfather have practised under the existing firm name, it is thought desirable to continue the style as heretofore.

Dissolutions.

Thomas Robertson Mackenzie, John Gibson Strachan, and the late William Charles Scott, solicitors and law agents (Wink, Mackenzie, & Mackay), Elgin. March 19. As regards the said William Charles Scott by his death; as regards the said John Gibson Strachan by retirement; the said Thomas Robertson Mackenzie will continue to carry on business under the said firm name.

[*Edinburgh Gazette*, May 1.

John Maude, John England Tunnicliffe, and Henry Owen Hamer Maude, Arundel House, Arundel-street, London, W.C., as regards the said John Maude by mutual consent, as from the 28th of February, 1914. The said business will be carried on as heretofore at the same premises by the said John England Tunnicliffe and Henry Owen Hamer Maude. All debts due to or owing by the said late firm will be received or paid by the said John England Tunnicliffe and Henry Owen Hamer Maude.

General.

Judge Rentoul, K.C., who has been indisposed, was able to resume his judicial duties on Tuesday at the City of London Court.

Mr. William Beardsley, of The Grove, Loughborough, solicitor, of Messrs. Woolley, Beardsley, & Bosworth, president of the Leicester Law Society, left estate of the gross value of £9,875.

Mr. Richard Ouseley Blake Lane, K.C., of 10, Stafford-terrace, Kensington, W., barrister-at-law, formerly Metropolitan police magistrate for North London 1893-5, and for West London 1895-1910, left unsettled property with net personalty £5,270. He died intestate.

Sir William Anson recently asked the Prime Minister if he would introduce legislation to give effect to such of the recommendations of the Royal Commission on Divorce as were made unanimously. Mr. Asquith has replied that he fears it is not possible to undertake legislation on the subject this session.

In the House of Commons on the 7th inst., replying to Mr. P. O'Brien, the Chancellor of the Exchequer said that, in view of the heavy demands upon Parliamentary time during the present session, he could hold out no hope of introducing measures to consolidate the laws regulating income-tax and death duties.

The comparative monthly summary of sales for April, issued on the 8th inst. at the Estate Exchange, is as follows:—

	April, 1913.	April, 1914.
	£	£
The Mart	335,035	206,627
Country, etc.	250,518	62,309
Private contract	69,575	129,680
	£655,128	£398,616

A book purporting to be the Register or Diary of the Black Prince has been found, says the *Times*, in the library of a firm of London solicitors, which has existed, it is believed, for two or three centuries. On the changing of its offices some time ago, about 100 volumes of very old documents were found, among them this register. It is not known how long these documents have been in the possession of the firm, but there is the evidence of the managing clerk, who has been in its employment for more than half a century, that the "Diary" of the Black Prince was in its custody more than fifty years ago. No one has any idea, however, whence it came. The book has 289 folio parchment leaves, most of which are covered on both sides with a small clerkly writing—a characteristic official hand of the period. The manuscript is entirely without ornament or rubrication—*i.e.*, headlines in red or capital letters, and averages about fifty-two lines to the page. Each leaf is headed with the word "Engleterre," the month, and the year. The condition of the manuscript is very fair. It is being subjected to careful scrutiny by historical students.

In the Standing Committee to whom the House of Commons referred the Bill to amend the Small Landholders (Scotland) Act of 1911 a spirited controversy on the subject of deer forests was initiated on the 7th inst. by Mr. Gladstone, who sought by an amendment to secure the payment of compensation in respect of any depreciation of the letting of a deer forest caused by the formation of small holdings within its area. Mr. Gladstone contended that the Bill would render it possible to ruin the whole of a deer forest by placing a small holding in its centre. He acknowledged that deer forests were unpopular among a considerable class in Scotland, but urged that Parliament ought to deal with them with the same degree of fairness as was applied to more popular subjects. Mr. Hodge, in opposing the amendment, said that the area of deer forest and sporting land in Scotland was 3½ million acres, and had increased by 80,000 acres between 1908 and 1911-12. Some members of the Committee accused the supporters of the Bill of attempting to abolish deer forests, and stated that in certain districts one-half of the total sum raised by the rates was paid in respect of property of that kind. The discussion was adjourned.

At the sitting on Tuesday of the Standing Committee to whom the House of Commons referred the Home Secretary's Bill to reform the administration of criminal justice in certain particulars, Mr. McKenna moved to modify the provision that, on being satisfied that a prisoner is suffering from disease and cannot be properly treated in prison, or that he should undergo an operation which cannot properly be performed in prison, the Home Secretary may order the prisoner to be treated in a hospital outside the prison, and the period of absence in such a case shall be deemed part of the term of imprisonment. Mr. McKenna's proposal was that the consent of a prisoner to an operation upon him should be required. The amendment was agreed to. In regard to a proposal made by Mr. Radford to insert a sub-section making a woman a compellable witness against her husband without his consent in proceedings under section 4 of the Criminal Law Amendment Act, 1885, Mr. McKenna questioned whether a Standing Committee should undertake the introduction of a new principle into the law of evidence. Lord H. Cavendish-Bentinck remarked that the committee were considering an important alteration of the law affecting women without women having an opportunity to express an opinion concerning it. He was not a fanatic on the subject of woman suffrage, but this proposal seemed to him to furnish a strong argument in support of the claim that women should exercise a little more influence upon legislation. The amendment was opposed by several members, and, after discussion, was withdrawn. The committee adjourned.

In the City of London Court, on the 29th of April, says the *Times*, Sir Joseph Beecham, trading as Thomas Beecham, pill manufacturer, St. Helens, Lancs, brought an action against M. Morgenstein & Co., druggists, Middlesex-street, to recover £15 damages for selling as "Beecham's Pills" those which were not, and an injunction was asked for. Evidence was given for the plaintiff that the defendants had on several occasions sold pills other than Beecham's when Beecham's were asked for. The defendants denied that they had ever done so, and said that they never sold the plaintiff's pills except in their own boxes. The headache and stomach pills which they sold at four for 1d. cost 12s. per lb. For the plaintiff it was stated that there were 5,000 pills in 1 lb. If the defendants had sold the plaintiff's pills they would have made 40 per cent. profit. As it was they made £5 2s. 6d. for every 12s. worth of pills sold, which was nearly 800 per cent. profit. Judge Atherley-Jones, K.C., said he had no doubt that was right. He granted the plaintiff the injunction asked for and awarded him £1 damages and costs.

In view of Mr. Lloyd George's Budget speech and his proposals to transfer the assessments for rating purposes from local authorities to a Government department, the City Corporation last week, says the *Times*, authorized two of its committees to call a conference of the London local and rating authorities to consider the Rating Bill about to be introduced by the Government. Mr. Cuthbert Wilkinson, who moved the resolution, said that the change proposed would involve a complete revolution in the whole process of rating. The present system of assessments by the local authorities would be removed from their hands and committed to Government valuation officers. This was no party question. The compilation of site values was altogether different from the valuation of property for rating purposes. At present ratepayers who thought themselves unjustly assessed could appeal, first to the local assessment committees of their districts, and next to the courts of law, and thus they had some legal protection. But if the contemplated Rating Bill were passed only points of law could be appealed against, and certainly figures of valuation could not come within that category. On that point the appeal would be to a special tribunal of three persons—one a barrister and two professional valuers. How they could deal or cope with appeals from the whole kingdom he could not imagine. Such a Bill would be most injurious. The cost of the new system—according to Mr. Austen Chamberlain—would be 6s. per cent. per annum. In the City the present cost of the assessment of property was but 7d. per cent. Now the cost in the City was £1,865 per annum; under the Government Bill it would be £17,269. The difference meant a rate of ¾d. in the pound.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday May 18	Mr. Greswell	Mr. Synge	Mr. Borrer	Mr. Leach
Tuesday 19	Bloxam	Church	Leach	Goldschmidt
Wednesday .. 20	Jolly	Farmer	Greswell	Church
Thursday 21	Borrer	Bloxam	Jolly	Greswell
Friday 22	Goldschmidt	Greswell	Bloxam	Jolly
Satu day 23	Leach	Jolly	Synge	Borrer

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday May 18	Mr. Farmer	Mr. Jolly	Mr. Bloxam	Mr. Church
Tuesday 19	Synge	Greswell	Jolly	Farmer
Wednesday .. 20	Bloxam	Borrer	Synge	Goldschmidt
Thursday 21	Goldschmidt	Synge	Farmer	Leach
Friday 22	Leach	Farmer	Church	Borrer
Saturday 23	Church	Bloxam	Goldschmidt	Greswell

Circuits of the Judges.

Notice.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

The following Judges will remain in Town: Bankes, J., and Avory, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

Summer Assizes, 1914.	Oxford.	Midland.	Western.	S. Eastern.	N. Eastern.	N. Wales.	S. Wales.	Northern.
Commission Days.	L.C.J. of England (1) Rowlatt, J. (2)	Scrutton, J. (2) Horridge, J. (1)	Ridley J. (1) Lord Coleridge, J. (2)	Darling, J. (2) Bailhache, J. (1)	Bray, J. (1) Sankey, J. (2)	A. T. Lawrence, J.	Atkin, J.	Lush, J. (1) Shearman, J. (2)
Wednesday, May 20			Wells	Huntingdon	Dates not yet fixed.			Dates not yet fixed.
Saturday „ 23				Cambridge		Newtown	Haverfordwest	
Monday „ 25			Salisbury	Civil May 26				
Tuesday „ 26				H. S. Edmunds		Dolgelly	Lampeter	
Wednesday „ 27				Civil May 30		Carnarvon	Carmarthen	
Thursday „ 28		Aylesbury						
Friday „ 29				Huntingdon		Beaumaris	Brecon	
Saturday „ 30		Bedford	Dorchester	Cambridge		Ruthin	Presteign	
Monday, June 1				Civil June 4		Mold		
Tuesday „ 2	Reading		Winchester	Norwich				
Wednesday „ 3								
Thursday „ 4		Northampton	Bodmin	Chelmsford				
Saturday „ 6				Civil June 11				
Monday „ 8	Oxford	Leicester	Exeter 2					
Wednesday „ 10				Hertford				
Thursday „ 11	Shrewsbury	Oakham						
Saturday „ 13		Nottingham						
Monday „ 15				Maidstone				
Tuesday „ 16	Worcester		Winchester 2					
Thursday „ 18				Guildford				
Friday „ 19		Lincoln						
Saturday „ 20	Gloucester							
Monday „ 22	Monmouth	Derby						
Tuesday, July 2	Hereford		Bristol 2					
Saturday „ 4				Lewes			Chester 2	
Monday „ 6	Stafford 2							
Saturday „ 11							Swansea 2	

The Property Mart.

Forthcoming Auction Sales.

May 21.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

May 21.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions and Policies (see advertisement, back page, this week).

May 22.—Messrs. Geo. Goldsmith, Son & Co., at the Mart, at 2: Freehold and Leasehold Investment (see advertisement, back page, this week).

May 26—Messrs. Harrods, Ltd., at the Mart, at 2: A newly-erected Residence (see advertisement, back page, April 25).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—Friday, May 8.

Balls, Ltd.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Mr. Duncan Frederick Basden, 33, St Swithin's ln, liquidator

Chesters Renfrew Engineering Co, Ltd.—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Keer, Crayside, Bexley, Kent, liquidator

Coldwell and Barker, Ltd.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Harry P. Myers, North st, Keighley, liquidator

EUROPEAN BLAIR CAMERA Co, LTD. (IN LIQUIDATION).—Creditors are required, on or before June 22, to send in their names and addresses, and particulars of their debts or claims, to Henry James Anning, liquidator.

ROADITE, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to Albert Edward Tilley, 8, Staple Inn, Holborn, liquidator.

ST. ABB'S WHALING, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are to prove their debts or claims, on or before May 21, to Alexander Thomson, Princes st, Edinburgh, liquidator.

TRIDENT Co, LTD.—Creditors are required, on or before May 16, to send in their names and addresses, with particulars of their debts or claims, to Henry Chapman, Munton Works, Munton rd, S.E., liquidator.

THE ARK RING SPINNING Co, LTD.—Creditors are required, on or before May 30, to send in their names and addresses, and the particulars of their debts or claims, to Charles Jordan and Harrop Marshall, 18, Union rd, Stockport, liquidator.

WOODLEA DAIRIES, LTD.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Harrop Marshall, 18, Union rd, Stockport, liquidator.

YORK HOUSE, LTD.—Creditors are required, on or before May 26, to send in their names and addresses, and the particulars of their debts or claims, to Bertie Higgins Swinson, 12, Gt Marborough st, liquidator.

DOMINION AGENCY, LTD.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to John Garland Godwin, 195, Strand, liquidator.

CARLTON TIN BOX MANUFACTURING Co, LTD.—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to Hugh Beswick, 7, Sweeting st, Liverpool, liquidator.

SOUTHWARK PARK BREWERY, LTD.—Creditors are required, on or before June 25 to send their names and addresses, and the particulars of their debts or claims, to Arthur William Bamford, 13, Belmont rd, Wallington, Surrey, and William Harold Wreford, 53, New Broad st, liquidators.

SUBERB LAUNDRIES, LTD.—Creditors are required, on or before June 6, to send in their names and addresses, and full particulars of their debts or claims, to Arthur Charles Heyward, 4, Walbrook, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, May 12.

THE DOMINION OF CANADA REALTY Co, LTD.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to John Garland Godwin, 195, Strand, liquidator.

NOTTINGHAMSHIRE AND DERBYSHIRE TRAMWAYS DEVELOPMENT Co, LTD (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Dudley Prince, 24, Tierney rd, Streatham Hill, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, May 8.

International Warehouses, Ltd.
General Stone and Marble Co, Ltd.
Gloucester Direct Coal Supply, Ltd.
Offin and White, Ltd.
Youngman, Ltd.
Sartori's Park View Hotel, Ltd
Newcastle upon Tyne Taxi Cab Co, Ltd
Vernalls, Ltd
Donovan Aeroplane, Co, Ltd
James Robinson, Ltd
London & Provincial Exchange, Ltd
Thomas & Gatheral, Ltd
Sailing Ship "Dalgonar" Co, Ltd
A. Hardman & Son, Ltd
Amalgamated Films, Ltd.
Thornbeck Steam Shipping Co, Ltd.
Krause's Cafe, Ltd.
York House, Ltd.
T. C. S. Syndicate, Ltd.
K. D. and L. Syndicate, Ltd.
Rose Automatic Target Co, Ltd.
G. C. Vaporiser, Ltd.
Anglo-Argentine Founders' Syndicate, Ltd.
European Blair Camera Co, Ltd.
C. U. C. Syndicate, Ltd.
Bode Rubber Estates, Ltd.
British and Argentine Meat Co, Ltd.
Trident Co, Ltd.

London Gazette.—TUESDAY, May 12.

Hasingden Shoe and Slipper Co, Ltd.
Sayoto Co, Ltd.
Porcupine Newspapers, Ltd.
Blyth Engineering Co, Ltd,
Moller & Nelson, Ltd.
Martens Russian Trading Co, Ltd.
Guildford Sports Ground, Ltd.
Beira Rubber and Sugar Estates, Ltd.
Nottinghamshire and Derbyshire Tramways Development Co, Ltd.
Thornewill & Warham, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 8.

ALLEN, GEORGE Ramsden rd, Balham June 1 Thatcher & Son, Essex st, Strand
BAILEY, JOSEPH WILLIAM, Leicester June 12, Owston, & Co, Leicester
BEATSON, Major General, Sir STUART BROWNLOW Crawley, Sussex June 10 Gibson, Leadenhall street,
BIERTON, JOHN, Sheffield Licensed Victualler May 22 Chambers & Son, Sheffield.
BLACK, THOMAS FRASER, Mount View rd, Crouch Hill June 12 Tippetts Maiden ln
BRAY JOSEPH New Barnet, Herts June 16 Rogue, Stone bldgs, Lincoln's inn.
CAREW, ROSETTA ANNE, Crowcombe, Somerset June 30 Channer & Channer, Taunton,
CARPENTER, ARTHUR, Staines, Middlesex June 8 Parry & Gibson, Lincoln's inn fields
CHAPPELL, JABEZ, Fartown, Huddersfield June 13 Sykes & Co, Holmfirth
CLAY, GEORGE, Liverpool, Cotton Merchant June 8 Garnett, Liverpool
COHEN, PRISCILLA, Greencroft gdns, South Hampstead June 10 Raphael & Co, Coleman st
CROCKER, THOMAS EDWIN, Prince's gate, June 24 Whitfield & Co, Surrey st
ELLIOTT, GEORGE, FREDERICK, Farnham, Surrey, Engineer May 28 Holiest & Co, Farnham
FALLOWS, FREDERICK, Endon, Stafford, May 18 Hayes, Hanley
FISH, HENRY, Doncaster, Commercial Traveller June 10 Jordan, Doncaster
GRAVES, Rt Hon HENRY CYRIL PERCY LORD, Little Stanhope st July 1 Blackford & Co, Walbrook
GRIFFITH, HENRY, Prince's gdns, Prince's gate, Barrister at Law June 13 Collyer Bristow & Co, Bedford row
HALL, MARGARET, Durham, May 14 Huntly & Co, Sunderland
HARRISON, JOHN, Southport June 6 Brown & Co, Southport
HOLMES, WILLIAM WHITELEY, Barwick in Elmet, Yorks June 5 Jones & Sons Leeds
HOOPER, ROBERT NATHANIEL, Yate, Gloucester June 19 Burges & Sloan, Bristol
HULME, MARY EMMA, Southport June 6 Brown & Co, Southport
KNIGHT, ELIZA, Tunbridge Wells June 8 Bretherton & Murton-Neale, Tunbridge Wells
LENG, ELIZABETH, Cross Runners, nr Bedale, Yorks June 2 E D & B W Swarbreck, Bedale
LESLIE, JOHN CUTHBERT EYRE, Slindon, Sussex June 8 Brandon, St James's st
LISTER, HELEN, Sheffield May 30 H & A Maxfield, Sheffield
MACPHERSON, Sir JOHN MOLESWORTH, Ealing June 24 Morgan & Co, Old Broad st
MAISEY, JANE MARY, Swindon June 5 Kinneir & Co, Swindon
MANSON, AMY OLIVE, Mandeville pl June 20 Sale & Co, Manchester
MILES, HELENA, Newport, Mon May 20 Morgan & Co, Newport, Mon
NESBITT, ALEXANDER, Winchester June 13 Braikenridge & Edwards, Bartlett's Buildings
NEWMAN, HARRIET, Staines, Middlx June 12 Paterson & Co, Lincoln's inn fields
NEWMAN, PHYLLIS, Horsham, Sussex May 30 Coole & Haddock, Horsham
PAUW, FRANCIS CUTFIELD, British North Borneo June 30 Drake & Co, Rood ln
PRICKMAN, JOHN DUNNING, Okehampton, Devon June 8 Burd & Co, Okehampton
RAWLINSON, ELIZABETH, Norbury, Surrey June 8 Phillips, New Broad st
REID, GERTRUDE JULIA, Tunbridge Wells June 13 Broadley & Co, Strand
RENTON, GEORGE HENRY, Clapham rd June 13 Pittman, Basinghall st
RICHARDS, RICHARD HENRY, Plymouth June 6 Shelly & Johns, Plymouth
ROBERTS, GEORGE, Caerwys, Flints May 23 Evans & Co, Wrexham
SMETHURST, ELIZABETH, Bolton June 18 Bradbury, Bolton
SMETHURST, WALTER, Bolton, Furniture Dealer June 18 Bradbury, Bolton
SPRUNT, ELEANOR THEAKSTON, Emsworth, Hants June 16 Raper & Co, Chichester
STAFFORD, JOHN ROBERT, Heaton Moor, Lancs June 19 Drinkwater, Hyde
STIRK, JOSEPH, Southport June 6 Brown & Co, Southport
SWATMAN, ISABELLA, King's Lynn, Norfolk June 15 Partridge & Co, King's Lynn
TAVENER, CHARLOTTE, Spencer Park, Wandsworth June 15 Woodbridge & Sons, Serjeant's inn
TURTON, LETITIA KATHERINE, Surbiton, Surrey June 13 Hughes, Edgware rd
WILLETT, CLARA, Brighton June 6 Howlett & Clarke, Brighton
WILLIAMS, ROBERT, Plymouth June 10 Pearce, Devonport
WILLING, ELLEN ELIZA, Heavitree, Exeter June 6 Geare & Mathew, Exeter
WILSON, CATHERINE ELIZABETH, Trebovir rd, Earl's Court June 5 Kennedy, Billiter sq bldgs
WOOD, JANE, Stratford June 30 Forbes & Son, Mark ln

London Gazette—TUESDAY, May 12.

ADDAMS, JAMES BISHOP, Norton, nr Malton, Yorks June 15 Blythe & Co, Gresham House
ADLAM, JOSEPH, Worcester June 30 Tree & Son, Worcester
ANWYL, OWEN EVAN, Plymouth June 10 Akaster, Devonport
AVERY, JAMES, Cardiff, Gardener June 15 John & Evans, Cardiff
BOXALL, Col Sir CHARLES GERVAISE, Maidenhead June 18 Boxall & Boxall, Chancery ln
BRODERICK, CATHERINE, Hove June 24 Cooper & Williams, Brighton
CARR, WILLIAM, Sunderland June 1 Walker, Sunderland
CATTON, EMILY, Gosforth May 23 Watson & Co, Newcastle upon Tyne
CHALLONER, JANE ELIZABETH, Morpeth June 10 Brumell & Sample, Morpeth
CHALLONER, SARAH, Morpeth June 10 Brumell & Sample, Morpeth
CHOULES, SARAH JANE, Broughton within Salford June 9 Orrell, Manchester
CORVORDEN, SARAH VAN, Alderney rd, London July 30 Emanuel & Simmonds, Finsbury cir
COURSE, HUMPHREY FREDERICK, Meldreth, Cambridge, Farmer June 8 Wortham & Co, Royston, Herts
DICKIN, JOSEPH SUTTON, Southport June 12 Worden & Worden, Southport
EDWARDS, WILLIAM, Christow, Devon June 6 Friend & Tarbet, Exeter
ELLWOOD, RICHARD, Barrow, Suffolk, Carpenter July 1 Greene & Greene, Bury St Edmunds
GOODFELLOW, WILLIAM THEODORE, Wincanton, Somerset, Coachbuilder June 12 Cash Wincanton
GRIEVESON, EMMA, Bordighera, Italy June 13 Lucas & Co, Darlington
HAIGH, ANN, Slaithwaite, Yorks, June 10 Freeman, Slaithwaite
HALSTEAD, ROBERT, Wrexham, June 12 Allington & Co, Wrexham
HILL, BETSY, St Mary Abbott's ter, Kensington, June 8 Lister, Thavies inn
KELSON, GEORGE, High Halden, Kent June 8 Mace & Sons, Tenterden, Kent
MINCHIN, THOMAS, Queen's Gate mews, Coachman June 6 Budd & Co, Austin Friars
NASH, ROBERT, Swansea, Provision Merchant June 19 Nash, Swansea
NEWBERRY, FRANK, Reading June 24 Sargeant, Reading
NICKLIN, FANNY, Walsall June 6 Pearman & Co, Walsall
PERKINS, ELIZA ANN, Walsall June 6 Pearman & Co, Walsall
PHEASANT, ERNEST WILLIAM, Wimbledon Park rd, Solicitor July 1 Taylor & Co, Sheffield
PRESTON, GEORGE WRIGHT, Birmingham, Electrical Engineer June 30 Canning & Canning, Birmingham
RICHARDSON, HARRIETT, Malvern June 20 Evershed & Tomkinson, Birmingham
SCHOFIELD, WILLIAM, Mill ln, West Hampstead June 15 Hilder & Co, Jermyn st
SILLICK, MARY, Newcastle upon Tyne June 13 Cooper & Goodger, Newcastle on Tyne
SMITH, SIDNEY, Pembridge gdns June 12 Smith & Son, Old Jewry chmbrs
SPARROW, JOSEPH FREDERIC, Southampton June 6 Page & Gulliford, Southampton
STAMP, ROSAMOND, Epney, Moreton Valence, Glos June 12 Grimes, Gloucester
STEWART, Rev Canon JOSEPH ATKINSON, Lisburn, Antrim, Ireland June 13 Burne & Wykes, Lincoln's inn fields
SUMMERS, GEORGE, Asperton, Ledbury June 9 Hughes & Brown, Worcester
THOMPSON, HENRY HARRINGTON, Alexandra rd, Seven Sisters rd, Clerk June 12 Hampson Southampton st, Bloomsbury
WEBBER, JOHN, Harrogate June 30 Walter & E H Foster, Leeds
WHITESIDE, JAMES BENJAMIN FLEETWOOD, Garstang, Lancs, Solicitor May 30 Brierley Preston
WRIGHT, HARRIET, Ely, Cambridge June 12 Hall & Campbell, Ely

Bankruptcy Notices.

London Gazette—FRIDAY, May 8.

RECEIVING ORDERS.

ABBOTT, JAMES VERNON, Brighton High Court Pet April 9 Ord May 4
ATWILL, JOHN, Yelverton, Devon, Baker Plymouth Pet May 4 Ord May 4
BELLIS, PERCY M, Addington sq, Camberwell High Court Pet April 9 Ord May 4
BRIGHTMORE, FRED STANLEY, Sandall gr, nr Doncaster, Iron and Steel Merchant Sheffield Pet May 4 Ord May 4
BRITTON, H. F., Newington Green parade, Newington Green, Insurance Agent High Court Pet Mar 13 Ord May 4
BROWN, HERBERT JOB, Reading, Tobacconist Reading Pet April 21 Ord May 4
CLARKE, JAMES ROSS, and ALEC ROSS CLARKE, Redbrook, nr Barnsley, Yorks, Market Gardeners Barnsley Pet May 4 Ord May 4
CLAYTON, FRANCIS EDWIN, Newport, Butcher Newport Mon Pet May 4 Ord May 4
COAKLEY, FRANCIS JAMES, Ammanford, Fish and Fruit Salesman Carmarthen Pet May 5 Ord May 5
COULSON, LEONARD, Pudsey, Yorks, Wool Merchant Bradford Pet April 17 Ord May 6
CRAVEN, MAURICE, Bridlington Scarborough Pet April 8 Ord May 5
DAVIES, GEORGE, Rock Ferry, Chester Birkenhead Pet Mar 27 Ord May 4
DAVIS, GEORGE FREDERICK, Willesborough, Kent, Architect Canterbury Pet April 18 Ord May 2
EVANS, EVAN JOHN, Cardiff, Grocer Cardiff Pet May 4 Ord May 4
FINNING, HAROLD STAFFORD, Holly Cross, Crazies Hill, Berks, Builder Reading Pet May 4 Ord May 4
FUSSEY, FRANCIS, Barrow on Humber, Groom Great Grimsby Pet May 5 Ord May 5
GLENISTER, SON & Co, Bexhill on Sea, Pianoforte Dealers Hastings Pet April 7 Ord May 4
GREGG, THEODORE, Sutton, Surrey, Architect High Court Pet May 6 Ord May 6
HARRIES, CHARLES, Tredegar, Mon, Draper Tredegar Pet April 20 Ord May 4

JONES, DAVID GEORGE, Briton Ferry, Glam, Builder Neath Pet April 23 Ord May 4
KEALEY, JOHN, Johnson's ct, Fleet st, Journalist High Court Pet Mar 14 Ord May 6
LAW, JOHN ORLANDO, Woking, Surrey Guildford Pet April 16 Ord May 5
LEWIS, JACK, Gateshead, Draper Newcastle upon Tyne Pet April 17 Ord May 5
LYNCH, FRANCIS, Newport, Mon, Boilermaker Newport Mon Pet May 6 Ord May 6
MANNOCK, FRANCIS PYM, Victoria st, Gentleman High Court Pet Jan 7 Ord May 6
MILSOM, WILLIAM GRIFFITH, and JOSEPH MILSON, Reading, Builder's Merchants Reading Pet May 4 Ord May 4
MYDDLETON, ALFRED, Crescent gdns, Wimbledon Kingston, Surrey Pet Mar 13 Ord May 5
NEALE, WILLIAM, Sinclair rd, Kensington, Company Promoter High Court Pet Mar 6 Ord May 6
NUNDY, EDWARD, Garratt ln, Wandsworth, Physician Wandsworth Pet May 4 Ord May 4
OWEN, STANLEY BROOKE, Ipswich, Confectioner Ipswich Pet May 6 Ord May 6
PAYNE, JOSEPH, Nuneaton, General Warehouseman Coventry Pet May 5 Ord May 5
PHILLIPS, HARDMAN, Liverpool, Butcher Liverpool Pet May 1 Ord May 6
PRESTON, JOHN, Wickersley nr Rotherham, Farmer Sheffield Pet April 20 Ord May 5
RIBY, HARRY, Hutton Buscel, Yorks, Tailor Scarborough Pet May 5 Ord May 5
ROBERTS, ARTHUR, WILLIAM, Birtsmorton, Blacksmith Worcester Pet May 5 Ord May 5
ROBSON, RICHARD, Scunthorpe, Draper Great Grimsby Pet May 5 Ord May 5
ROCK, ALFRED, Hardwicke, Glos, Dealer Gloucester Pet May 4 Ord May 4
SHEPHERD, JOHN GEORGE, Long Newton, Durham, Farmer Stockton on Tees Pet May 4 Ord May 4
SPENCE, FRED, Bradford, Grocer Bradford Pet May 5 Ord May 5
SPENCER, THOMAS HENRY, Stoke Talmage, Oxford, Licensed Victualler Aylesbury Pet May 4 Ord May 4
SUTTON, WILLIAM, jun, and WALTER WILLIAM SUTTON, Leicester, Stationers Leicester Pet April 30 Ord May 6
SUTTON, WILLIAM, Leyton, Essex, Pawnbroker High Court Pet April 29 Ord May 4
WARD, CHARLES BERNARD, Newton Harcourt, Leicester, Farmer Leicester Pet May 4 Ord May 4
WARD, SAMUEL GEORGE, Wolverhampton, Traveller Wolverhampton Pet May 5 Ord May 5
WATERS, THOMAS FLETCHER, Liverpool Liverpool Pet May 6 Ord May 6
WAYMAN, JOHN WILLIAM, Amhurst rd, Hackney, Upholsterers' Warehouseman High Court Pet May 4 Ord May 4
WEATHERBURN, THOMAS, Sunderland, Fish and Game Dealer Sunderland Pet May 5 Ord May 5
WELSTED, JOHN, Frizinghall, Bradford, Builder Bradford Pet May 6 Ord May 6

FIRST MEETINGS

ABBOTT, JAMES VERCOE, Brighton May 19 at 1 Bankruptcy bldgs, Carey st
BELLIS, PERCY M, Addington sq, Camberwell May 19 at 12 Bankruptcy bldgs, Carey st
BRITTON, H F, Newington Green parade, Newington Green, Insurance Agent May 19 at 11 Bankruptcy bldgs, Carey st
BROWN, HERBERT JOB, Reading, Tobacconist May 21 at 11 Ship Hotel, Reading
CABLE, LEONARD, Tokers Green, Oxford May 21 at 1 Ship Hotel, Reading
CEMMERY, JOHN BENJAMIN, Braunston, Northampton, Beer Retailer May 16 at 11.30 Off Rec, The Parade, Northampton
COAKLEY, FRANCIS JAMES, Ammanford, Carmarthenshire, Fish and Fruit Salesman May 18 at 11.30 Off Rec, 4, Queen st, Carmarthen
COULSON, LEONARD, Pudsey, Yorks, Wool Merchant May 18 at 11 Off Rec, 12, Duke st, Bradford
CRADDOCK, GEORGE, Stanton Hill, Notts May 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
CRAVEN, MAURICE, Bridlington May 18 at 4 Off Rec, 48, Westborough, Scarborough
DAYSON, SARAH, Burslem, Stoke on Trent May 15 at 11.30 Off Rec, King st, Newcastle, Staffordshire
FANNING, HAROLD STAFFORD, Crazies Hill, Berks, Builder May 21 at 12.30 Ship Hotel, Reading
GAMON, JOHN HENRY, Halton, nr Runcorn, Cheshire May 15 at 3 Off Rec, Byrom st, Manchester
GATE, JOHN GULLINE, Ossett, Yorks, Caretaker May 15 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
GLENISTER Son & Co, Bexhill on Sea, Pianoforte Dealers May 15 at 12 Off Rec, 12A, Marlborough pl, Brighton
GREGG, THEODORE, Sutton, Surrey, Architect May 18 at 12.30 Bankruptcy bldgs, Carey st
HAYES, HUBERT JOSEPH WOODLAND, Gloucester, Corn Salesman May 16 at 12 Off Rec, Station rd, Gloucester
ISAAC, JONAS GEORGE, Iden, Sussex, Farmer May 15 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
JONES, JOHN, Llanferres, nr Mold Licensed Victualler May 18 at 12 Crypt chambers, Chester
KEALEY, JOHN, Johnson's ct, Fleet st, Journalist May 18 at 11.30 Bankruptcy bldgs, Carey st
KING, HENRY, Folkestone, Fishmonger's Manager May 16 at 10.30 Off Rec, 68A Castle st, Canterbury
LAW, JOHN ORLANDO, Woking, Surrey, May 18 at 1 132, York rd, Westminster Bridge rd.
LEWIS, JACK, Gateshead, Draper May 20 at 11 Off Rec 30, Mosley st, Newcastle-upon-Tyne
MANNOCK, FRANCIS PYM, Victoria st S.W. May 18 at 11 Bankruptcy bldgs, Carey st.
MARTIN, ALBERT, Robert Orpington, Kent, Coal Merchant May 18 at 12.30 132, York rd, Westminster Bridge rd
MCARTHUR, JOHN, Bebington Village, Chester, Forwarding Agent May 15 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
MILSOM, WILLIAM GRIFFITH, and JOSEPH MILSOM, Reading, Builder's Merchants May 21 at 11 30 Ship Hotel, Reading
MORGAN, JOHN, Coedpenmaen, Pontypridd, Fruiterer May 18 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
NEALE, WILLIAM, Sinclair rd, Kensington, Company Promoter May 18 at 1 Bankruptcy bldgs, Carey st
OSBORN, JOHN, Bourne, Lincs, Baker May 15 at 12.15 The Angel Hotel, Bourne
PAYNE, JOSEPH, Nuneaton, General Warehouseman May 19 at 11.45 Off Rec, 8, High st, Coventry
POLLARD, JOHN, Oxford May 16 at 12 1, St Aldgate's Oxford
QUINEY, ARTHUR JAMES, Welford on Avon, Glos, Bricklayer May 18 at 11 Off Rec, 8, High st, Coventry
RIBY, HARRY, Hutton Buscel, Yorks, Tailor May 18 at 4.30 Off Rec, 48 Westborough, Scarborough
RUTHERFORD, WILLIAM, Butterknowle, Durham, Joiner May 20 at 2.30 Off Rec, 3, Manor pl, Sunderland
SHEPHERD, JOHN GEORGE, Long Newton, Durham Farmer May 18 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
SNOW, WILLIAM EDWARD, Belgrave, Leicester, Boot Manufacturer May 15 at 3 Off Rec, 1, Berridge st, Leicester
SPENCE, FRED, Bradford, Grocer May 16 at 11 Off Rec, 12, Duke st, Bradford
SUTTON, WILLIAM, High rd, Leyton, Pawnbroker May 15 at 11 Bankruptcy bldgs, Carey st
WARD, CHARLES BERNARD, Newton Harcourt, Leicester, Farmer May 15 at 3.30 Off Rec, 1, Berridge st, Leicester
WARD, SAMUEL, GEORGE, Wolverhampton, Traveller May 19 at 12 Off Rec, 30, Lichfield st, Wolverhampton.
WAYMAN, JOHN WILLIAM, Amhurst rd, Hackney, Upholsterer's Warehouseman May 21 at 11 Bankruptcy bldgs, Carey st, London.
WELSTED, JOHN Bradford, Builder May 18 at 2, Off Rec 12 Duke st, Bradford.
WOOD, CHARLES HENRY Sheffield, Cab Proprietor May 19 at 12 Off Rec, Figtree ln, Sheffield.

ADJUDICATIONS.

AKERS, EDWARD, Oxford rd, Islington, Butcher High Court Pet Feb 12 Ord May 4
ATWILL, JOHN, Yelverton, Devon, Baker Plymouth Pet May 4 Ord May 4
BEEMAN, HARRY NEVILLE, Moorgate st High Court Pet Mar 26 Ord May 6
BELLIS, PERCY MORGAN, Addington sq, Camberwell High Court Pet April 9 Ord May 6
BRIGHTMORE, FRED STANLEY, Sandall grove, nr Doncaster, Iron and Steel Merchant Sheffield Pet May 4 Ord May 4
BROWN, ARTHUR HENRY, Coleman st, Mortgage Broker High Court Pet Mar 27 Ord May 6
CLARKE, JAMES ROSS, and ALEC ROSS CLARKE, Redbrook nr Barnsley, Yorks, Market Gardeners Barnsley Pet May 4 Ord May 4
CLAYTON, FRANCIS EDWIN, Newport, Mon, Butcher Newport, Mon Pet May 4 Ord May 4
COAKLEY, FRANCIS JAMES, Ammanford, Fish and Fruit Salesman Carmarthen Pet May 5 Ord May 5
DICKSON, DONALD COVELL, Shepherd market, Mayfair, Butcher High Court Pet April 8 Ord May 6
DUNDAS, MARY, Harley house, Regent's Park High Court Pet Mar 16 Ord May 5
ELSEY, JAMES LEONARD DERRICK, Weybridge, Surrey Laundryman Kingston, Surrey Pet Mar 21 Ord May 5
EVANS, EVAN JOHN, Cardiff, Grocer Cardiff Pet May 4 Ord May 4
FINNING, HAROLD STAFFORD, Crazies Hill, Berks, Builder Reading Pet May 4 Ord May 4
FUSSEY, FRANCIS, Barrow on Humber, Groom Great Grimsby Pet May 5 Ord May 5
GREGG, THEODORE, Sutton, Surrey, Architect High Court Pet May 6 Ord May 6
GROOME, WALTER, Wilston rd, Stoke Newington, Manufacturer High Court Pet Mar 20 Ord May 5
HARRIES, CHARLES, Tredegar, Mon, Draper Tredegar Pet April 20 Ord May 7
HARRIES, JAMES WILLIAM, Bargoed, Glam, Licensed Victualler Carmarthen Pet April 20 Ord May 4
JONES, DAVID GEORGE, Briton Ferry, Glam, Builder Neath Pet April 23 Ord May 5
JONES, HENRY, Leytonstone, Essex, General Draper High Court Pet April 29 Ord May 2
LEARNED, PERCY, Piccadilly, Company Director High Court Pet Feb 12 Ord May 6
LYNCH, FRANCIS, Newport, Mon, Boilermaker Newport Mon Pet May 6 Ord May 6
MICHAELSON, VICTOR, Glasshouse st, Moneylender High Court Pet Feb 11 Ord May 5
MILSOM, WILLIAM GRIFFITH, and JOSEPH MILSOM Reading, Builder's Merchants Reading Pet May 4 Ord May 4
NUNDY, EDWARD, Garratt ln, Wandsworth, Physician Wandsworth Pet May 4 Ord May 4
OWEN, STANLEY BROOKE Ipswich, Confectioner Ipswich Pet May 6 Ord May 6
PAYNE, JOSEPH, Nuneaton, General Warehouseman Coventry Pet May 5 Ord May 5
ROBERTS, ARTHUR WILLIAM, Birtsmorton, Worcester Blacksmith Worcester Pet May 5 Ord May 5
ROBSON, RICHARD, Scunthorpe, Draper Great Grimsby Pet May 5 Ord May 5
ROCK, ALFRED, Hardwicke, Glos, Dealer, Gloucester Pet May 4 Ord May 4
SHEPHERD, JOHN GEORGE, Long Newton, Durham Farmer Stockton-on-Tees Pet May 4 Ord May 4
SPENCE, FRED, Bradford, Grocer, Bradford Pet May 5 Ord May 5
SUTTON, WILLIAM (jun), and WALTER WILLIAM SUTTON, Leicester, Stationers Leicester Pet April 30 Ord May 6
WARD, CHARLES BERNARD, Newton Harcourt, Leicester Farmer, Leicester Pet May 4 Ord May 4
WARD, SAMUEL GEORGE, Wolverhampton, Traveller Wolverhampton, Pet May 5 Ord May 5
WATERS, THOMAS FLETCHER, Liverpool Liverpool Pet May 6 Ord May 6
WAYMAN, JOHN WILLIAM, Amhurst rd, Hackney, Upholsterers' Warehouseman High Court Pet May 4 Ord May 4
WEATHERBURN, THOMAS, Sunderland, Fish and Game Dealer Sunderland Pet May 5 Ord May 5
WELSTED, JOHN, Bradford, Builder Bradford Pet May 6 Ord May 6

Amended Notice substituted for that published in the London Gazette of April 10:

BINNY, STEUART SCOTT, Sandhurst, Berks, Major Reading Pet Mar 5 Ord April 6

London Gazette—TUESDAY, May 12.

RECEIVING ORDERS.

BAKER, JAMES DEAR, Harwich, Baker Colchester Pet May 9 Ord May 9
BATES, HIRAM WALKER, Sheffield, Grocer Sheffield Pet May 8 Ord May 8

COULTHARD, JOHN, Stockton on Tees, Builder Stockton on Tees Pet May 7 Ord May 7
DAVIES, D. NUN, Lampeter, Draper Carmarthen Pet April 15 Ord May 9
EVANS, WILLIAM, Aberdare, Tailor Aberdare Pet May 7 Ord May 7
FERRYMAN, ELLA FRANCES, North Audley st High Court Pet Mar 20 Ord May 1
GOLDSWORTHY, WILLIAM, Dawlish, Haulier Exeter Pet May 7 Ord May 7
GRATT, WALTER, Bromley, Kent, Builder Croydon Pet May 7 Ord May 7
HARRIS, SAMUEL, Exeter, Hairdresser Exeter Pet May 7 Ord May 7
HASLAM, FRANK, Sheffield, Builder Sheffield Pet May 7 Ord May 7
HORTON, WILLIAM, Leyton, Essex, Manufacturer's Agent High Court Pet April 17 Ord May 8
HOWARTH, GEORGE HARROLD, Smallbridge, Rochdale, Veterinary Chemist Rochdale Pet May 7 Ord May 7
HURST, JAMES WYNDHAM, New Milton, Southampton, Farmer Southampton Pet May 9 Ord May 9
JONES, OWEN, Llanffinan, Anglesey, Farmer Bangor Pet May 8 Ord May 8
LAND, WILLIAM HENRY, Sheffield, Shopfitter Sheffield Pet May 9 Ord May 9
MARSH, GEORGE, Church Stretton, Salop Auctioneer Shrewsbury Pet May 8 Ord May 8
MASON, LEWIS EDWARD, York, Dealer in Musical Goods York Pet May 9 Ord May 9
MATTHEWS, WILLIAM JOHN, Ystrad, Glam, Collier Pontypridd Pet May 8 Ord May 8
ORWIN, JOHN, Mansfield, Boot Manufacturer Nottingham Pet May 8 Ord May 8
PARSONS, WILLIAM HARRY, Doughty st, Bloomsbury, Commercial Traveller High Court Pet May 8 Ord May 8
POULTON, ARTHUR JOSEPH and CHARLES SELBY POULTON, Falmouth, Portable Theatre Managers Truro Pet May 7 Ord May 7
PRYOR, JOHN MORRIS, Langford, Beds, Carpenter Bedford Pet May 8 Ord May 8
SEAGO, THOMAS, Norwich Norwich Pet May 8 Ord May 8
SIMONS, HAROLD, Ripple, Worcestershire, Market Gardener Cheltenham Pet May 9 Ord May 9
STURLING, DENNIS, Kingsway High Court Pet Jan 22 Ord May 7

Amended Notice substituted for that published in the London Gazette of May 8:

KEALEY, JOHN, Johnson's ct, Fleet st, Journalist High Court Pet Mar 4 Ord May 6

FIRST MEETINGS.

BISHOP, WALTER JAMES, Great Yarmouth, Carpenter May 20 at 4 Off Rec, 8, King st, Norwich
BROWNLOW, ROBERT JAMES, Withington, Manchester, Company Director May 20 at 3 Off Rec, Byrom st, Manchester
CLARKE, JAMES ROSS, and ALEC ROSS CLARKE, Redbrook, nr Barnsley, Market Gardeners May 20 at 10.30 Off Rec, County Court Hall, Regent st, (Eastgate Entrance), Barnsley
CLAYTON, FRANCIS EDWIN, Newport, Mon, Butcher May 20 at 11 Off Rec, 144, Commercial st, Newport, Mon
COLE, ALFRED HENRY JAMES, and EDWIN FRANCIS COLE, Gloucester Decorators May 19 at Bell Hotel, Gloucester
EVANS, EVAN JOHN, Cardiff, Grocer May 22 at 3 117, St Mary st, Cardiff
EVANS, WILLIAM, Aberdare, Tailor May 20 at 11.45 Off Rec, St. Catherine's chmbrs, St. Catherine st Pontypridd
FUSSEY, FRANCIS, Goxhill, Lincs, Groom May 20 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
GOLDSWORTHY, WILLIAM, Dawlish, Haulier May 21 at 11.30 Off Rec, 9, Bedford cir, Exeter
GRATT, WALTER, Bromley, Kent, Builder May 20 at 11.30 132, York rd, Westminster Bridge rd
HARRIS, CHARLES, Tredegar, Mon, Draper May 19 at 11 Off Rec, 144, Commercial st, Newport, Mon
HARRIS, SAMUEL, Exeter, Hairdresser May 21 at 11 Off Rec, 9, Bedford cir, Exeter
HORTON, WILLIAM, Leyton, Essex, Manufacturer's Agent May 20 at 11 Bankruptcy bldgs, Carey st
HOWARTH, GEORGE HARROLD, Smallbridge, Rochdale, Manufacturing Veterinary Chemist May 26 at 11.30 Town Hall, Rochdale
JONES, DAVID GEORGE, Briton Ferry, Glam, Builder May 20 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
LYNCH, FRANCIS, Newport, Mon, Boilermaker May 20 at 11.30 Off Rec, 144, Commercial st, Newport, Mon
MARSH, GEORGE, Church Stretton, Salop, Auctioneer May 29 at 2 The Hotel, Church Stretton
MASHFORD, GEORGE FREDERICK, Cleethorpes, Builder May 19 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
MATTHEWS, WILLIAM JOHN, Ystrad, Glam, Collier May 20 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
NUNDY, EDWARD, Garratt la, Wandsworth, Physician May 20 at 11 132, York rd, Westminster Bridge rd
OWEN, STANLEY BROOKE, Ipswich, Confectioner May 29 at 2.30 Off Rec, 36, Princes st, Ipswich
PARSONS, WILLIAM HARRY, Doughty st, Bloomsbury, Commercial Traveller May 20 at 12 Bankruptcy bldgs, Carey st
PHILLIPS, HARDMAN, Liverpool, Butcher May 19 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
RADFORD, ALFRED HENRY, Nottingham, Grocer May 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
ROBERTS, ARTHUR WILLIAM, Birtsmorton, Worcester Blacksmith May 20 at 11.30 Off Rec, 11, Copenhagen st, Worcester
ROBSON, RICHARD, Scunthorpe, Draper May 19 at 11.30 Off Rec, St Mary's chmbrs, Great Grimsby
ROCK, ALFRED, Hardwicke, Glos Dealer May 19 at 12 Off Rec, Station rd, Gloucester
SPENCER, THOMAS HENRY, Stoke Talmage, Oxford Licensed Victualler May 21 at 11.30 1, St Aldates Oxford
SPURLING, DENNIS, Kingsway May 20 at 12.30 Bankruptcy bldgs, Carey st
SUTTON, WILLIAM, jun, and WALTER WILLIAM SUTTON, Leicester. Stationers May 19 at 3 Off Rec, 1, Berridge st, Leicester
WEATHERBURN, THOMAS, Sunderland, Fish and Game Dealer May 21 at 2.30 Off Rec, 3, Manor pl, Sunderland

THE LAW ASSOCIATION.

For the Benefit of Widows and Families of Solicitors in the Metropolis and vicinity.
(Instituted 1817).

Offices:—3, Gray's Inn Place, Gray's Inn, W.C.

May, 1914.

Dear Sir,

I beg to inform you that the Ninety-Seventh Annual General Court will be held at the Law Society's Hall, on Wednesday the 27th May, 1914.

AGENDA.

To receive from the Board of Directors a Report and Statement of Accounts for the past year.
To elect Officers for the ensuing year.
And on General Business.

The Chair to be taken at 2 o'clock precisely.

I am, Dear Sir,
Yours faithfully,
E. E. BARRON, Secretary.